



SUPPLEMENTAL MATERIAL WAS ADDED TO THE BOARD OF DIRECTORS

May 21, 2020
AGENDA PACKET

Pertaining to the following Scheduled Items:

05/19/2020

- ITEM NO. 13 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.** Agenda for the City of Salinas / SVSWA Meeting of May 15, 2020
 - B.** Letter from the City of Salinas to SVSWA with Term Sheet received April 17, 2020
 - C.** Letter from Roy C. Santos, General Counsel to the Authority dated May 18, 2020 to Kevin D. Siegel in response to the May 6, 2020 letter
 - D.** Letter from Kevin D. Siegel from Burke, Williams & Sorensen, LLP to Roy C. Santos, General Counsel to the Authority dated May 6, 2020
 - E.** Letter from SVSWA to the City of Salinas Mayor dated February 20, 2020 requesting Solid Waste Study Performed by R3 Consulting
 - F.** Letter from the City of Salinas dated March 13, 2020 in response to the letter from SVSWA dated February 20, 2020

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



AGENDA Special Regular Meeting

BOARD OF DIRECTORS

May 21, 2020 **4:00 p.m.**

128 Sun Street, Suite 101, Salinas, California

Important Notice on Page 3

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: Joseph D. Gunter
Gonzales: Elizabeth Silva
Soledad: Marisela Lara
Greenfield: Andrew Tipton
King City: Robert S. Cullen, *President*

Alternate Directors

County: Luis Alejo
Salinas: Christie Cromeenes
Gonzales: Scott Funk
Soledad: Carla Strobbridge Stewart
Greenfield: Robert White
King City: Darlene Acosta

TRANSLATION SERVICES AND OTHER MEETING ANNOUNCEMENTS

Translation Services will be available by calling in to 1 (425) 436-6345 Access Code: 444666

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.

CONSIDERATION

A. DISCUSSION ON FUTURE MEETINGS SCHEDULE

- A. Receive a Verbal Report from Patrick Mathews, General Manager/COA
- B. Public Comment
- C. Board Discussion
- D. Recommended Action – Provide Input and Direction

CONSENT AGENDA:

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

1. [Minutes of the April 16, 2020 Special Meeting](#)
2. [March 2020 Claims and Financial Reports](#)
3. [Member and Interagency Activities Report for April 2020 and Upcoming Events](#)
4. [Tonnage and Diversion Report for the Quarter Ended March 31, 2020](#)
5. [A Resolution Establishing the Investment Policy](#)
6. [A Resolution Approving Amendment No. 2 Authorizing a One-Year Extension to the Professional Services Agreement with AdManor, Inc. for Marketing Services in an Amount Not to Exceed \\$100,000](#)

7. [A Resolution Awarding the Purchase of One New 2020 Ford F-550 Mechanics Truck to Salinas Valley Ford Trucks for an Amount of \\$135,812.03](#)
8. [A Resolution Authorizing the Purchase of One Used Caterpillar D6T Waste Handler Dozer from Marcel Equipment for an Amount of \\$301,700](#)
9. [A Resolution Approving the Bid Award to Sacramento Drilling Inc. for the Johnson Canyon Landfill Gas Well Drilling Services in the Amount of \\$73,300.00](#)

PRESENTATION

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

CONSIDERATION

11. [A RESOLUTION APPROVING THE TRANSFER FROM CAPITAL PROJECT RESERVES TO CIP 9104 AND AWARDING THE PURCHASE OF A NEW 2021 PETERBILT 26FT REFRIGERATED FOOD DISTRIBUTION TRUCK FROM COAST COUNTIES TRUCK AND EQUIPMENT IN THE AMOUNT OF \\$139,133.35](#)
 - A. Receive Report from Mandy Brooks, Resource Recovery Manager
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Adopt the Resolution
12. [UPDATE ON SUN STREET TRANSFER STATION RELOCATION PROJECT](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Provide Input and Direction
13. [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 Robert Cullen, President and Patrick Mathews, General Manager/CAO
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – Provide Input and Direction

FUTURE AGENDA ITEMS

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

CLOSED SESSION

Receive public comment from audience before entering into closed session:

15. Pursuant to **Government Code Section 54956.8** to confer with legal counsel and real property negotiators General Manager/CAO Patrick Mathews, Asst. GM/Ops Manager Cesar Zuñiga, Finance and Administration Manager Ray Hendricks, and General Counsel Roy C. Santos, concerning the possible terms and conditions of acquisition, lease, exchange or sale of **1)** Salinas Valley Solid Waste Authority Property, APNs 003-051-086 and 003-051-087, located at 135-139 Sun Street, Salinas, CA: **2)** Republic Services Property, APNs 261-051-005, 007, and 019, located at 1120 Madison Lane, Salinas, California
16. Pursuant to **Government Code Section 54957(a)** to consult with General Counsel, Roy C. Santos on the threat to public services and/or facilities consideration of tactical response plan consultation

RECONVENE

ADJOURNMENT

Important Notice

Due to State, and County orders and guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID 19 virus to contain the spread of COVID-19, all of the Board members will be attending remotely from various locations. To comply with the social distance between individuals and limited space available there will be no observation room available to for the public. Members of the public interested in observing the meeting may do so online at <https://svswa.org/live-stream-meetings/> or on our YouTube channel <https://www.youtube.com/user/svswa831>. To make either a general public comment or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the Clerk of the Board at comment@svswa.org. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

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, May 15, 2020**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, **Thursday, June 18, 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.salinasvalleyrecycles.org. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. *Se proporcionará interpretación a Español.*

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
BOARD SPECIAL MEETING
APRIL 16, 2020**

128 Sun Street, Suite 101, Salinas CA

(All Board of Directors and several of staff attended remotely from various locations)

CALL TO ORDER

President Cullen called the meeting to order at 4:00 p.m.

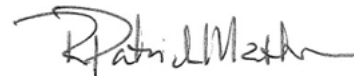
ROLL CALL

The following Board Directors were present (via Teleconference):

County of Monterey	Chris Lopez, Alt. Vice President <i>(logged off at 5:02 pm)</i>
County of Monterey	John M. Phillips <i>(logged in at 4:04 pm)</i>
City of Salinas	Gloria De La Rosa, Vice President
City of Salinas	John Tony Villegas
City of Salinas	Joseph D. Gunter
City of Soledad	Marisela Lara <i>(logged in at 4:25 pm)</i>
City of Greenfield	Andrew Tipton
City of King	Robert Cullen, President

ITEM NO. 1

Agenda Item



General Manager/CAO

R. Santos by E.T.

General Counsel Approval

The following Board Directors were absent:

City of Gonzales Elizabeth Silva

Staff Member Present (at location):

Patrick Mathews, General Manager/CAO
Cesar Zuñiga, Asst. GM/Operations Manager
Erika J. Trujillo, Clerk of the Board

Via Teleconference

Ray Hendricks, Finance and Administration
Manager
Mandy Brooks, Resource Recovery Manager
Brian Kennedy, Engineering and
Environmental Compliance Manager
Roy Santos, General Counsel

MEETING ANNOUNCEMENTS

(4:01) President Cullen announced the following:

- Spanish translation services were available by calling in to 1(425) 436-6345 Access Code: 444666.
- General public comment or comments on a specific agenda item should be submitted to the Clerk of the Board at comment@svswa.org. Every effort would be made to read comments into the record. Some comments may not be read due to time restrictions. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.

GENERAL MANAGER COMMENTS

(4:03) None

DEPARTMENT MANAGER COMMENTS

(4:03) Asst. General Manager/Operations Manager Zuñiga commented on the increase of self-haul customer trip count at all of the facilities. He indicated there have been record high tonnage increase from the self-haul customers at the Sun Street Facility. Finance and Administration Manager Hendricks indicated he attended a CalPers webinar in which they were informed to expect returns of 0% to -5%. This would be a new unfunded liability for the Authority somewhere between \$600,000 and \$1 million dollars. He indicated that he would continue to obtain information and will report back to the Board.

BOARD DIRECTORS COMMENTS

(4:06) President Cullen indicated there was no information to discuss under Closed Session Item Nos. 13 and 14.

PUBLIC COMMENT

(4:09) President Cullen reminded the public to submit their comments to comments@svswa.org related to items on the Consent Agenda.

(4:11) Kristin Skromme, Public Sector Manager with Waste Management submitted a comment indicating the King City Clean up scheduled for the upcoming weekend had been postponed, as well as the Aromas clean up scheduled for May.

CONSENT AGENDA (4:09)

President Cullen announced that as part of Consent agenda on Item No. 4 is a recommendation to approve Amendment No. 10 to the Employment Agreement between the Authority and R. Patrick Mathews for Services as General Manager and Chief Administrative Officer. The Amendment before the Board included the following effective January 1, 2021; A 2-year extension of the term of the contract with a new expiration date of December 31, 2022; A 4% percent salary increase, for an annual Base Salary of \$217,937.00; effective January 1, 2022, Base Salary increased based upon Consumer Price Index for San Francisco/Oakland/Hayward, Urban Wage Earners and Clerical Workers, using the twelve-month percentage increase from December to December of the prior year with a 2% minimum to 3% maximum adjustment; and the reduction of the General Managers medical insurance coverage from 100% contribution by the Authority to 90% contribution of the total premium amount by the Authority and 10% contribution of the total premium by the General Manager.

1. Minutes of the March 26, 2020 Special Meeting
2. February 2020 Claims and Financial Reports
3. Member and Interagency Activities Report for March 2020 and Upcoming Events
4. Resolution No. 2020-16 Approving Amendment No. 10 to the Revised and Restated Agreement Between the Salinas Valley Solid Waste Authority and R. Patrick Mathews for Services as General Manager/Chief Administrative Officer (GM/CAO)
5. March 2020 Quarterly Investment Report

Public Comment: None

Motion: Director Gunter made a motion to approve the consent agenda as presented. Alt. Vice President Lopez seconded the motion.

Votes: Motion carried 7,0

Ayes: Cullen, De La Rosa, Gunter, Phillips, Tipton, Villegas, Lopez

Noes: None

Abstain: None

Absent: Lara, Silva

PRESENTATION

6. RESULTS OF THE JANUARY 2018 MARKET RESEARCH STUDY HIGHLIGHTING THE KEY FINDINGS REGARDING RELOCATION OF THE SUN STREET TRANSFER STATION

(4:12) Resource Recovery Manager Brooks presented the results of the survey conducted in 2018 to measure general resident satisfaction regarding waste services, preferred methods of communication and media habits, and opinions around recycling and waste management. She indicated the survey was conducted by EMC Research Inc. and was conducted over the telephone reaching approximately 500 Monterey County residents within the Authority's service

area. Mrs. Brooks provided the detailed key findings that reflected a significant support for the Sun Street Station remaining open and being upgraded to a permanent facility.

Board Comment: The Board discussed the presentation.

President Cullen reported Director Lara had joined the meeting.

Public Comment: None

Motion: None; Informational Only

(4:26) President Cullen indicated Item No. 7 is a Public Hearing and is scheduled for 4:30 pm. To continue the meeting and allow the time for the for the Public Hearing to arrive he would like to discuss Item No. 8.

8. UPDATE ON THE EMERGENCY RESPONSE RELATED TO COVID-19

(4:27) General Manager/CAO Mathews provided a brief report on the continued efforts by the Authority to adjust to the evolving circumstances related to COVID-19. He referred to the summary list provided in the agenda packet with specific directives and safety protocols implemented to maintain a safe work environment for all staff.

Board Comment: The Board discussed the report.

Public Comment: None

Motion: None; Informational Only

PUBLIC HEARING

7. RESOLUTION NO. 2020-17 APPROVING THE DISPOSAL AND SERVICE FEES EFFECTIVE JULY 1, 2020

(4:32) Finance and Administration Manager Hendricks presented the proposed rate adjustments to balance the fiscal year 2020-21 Budget. He indicated three new rates were needed to be established to better serve the public; clean culls; commercial refrigerated units; and MAPP gas cylinders (welding).

Board Comment: The Board discussed the report expressing their concerns and disapproval for rate increases given the current circumstances with COVID-19.

Public Hearing: The Public Hearing was opened at 4:54 pm, no member from the public commented.

Kristin Skhromme, Public Sector Manager with Waste Management submitted a comment expressing her opposition to delay any increases. She indicated that the longer tip fees wait to be implemented, the bigger the increase later down the line. Her recommendation would be to continue with the tip fee adjustment being proposed.

Christina Urquidez, Manager Community Relations with Republic Services submitted a comment expressing her opposition to delay any increases. She indicated there are contractual obligations between Republic and the City of Salinas that any delay would put those obligations at risk.

The Public Hearing was closed at 5:00 pm.

Motion: Director Villegas made a motion to adopt Resolution No. 2020-17 approving maintaining the current rates with no rate increases and the addition of three new rates. Vice President De La Rosa seconded the motion.

Votes: Motion carried 8,0
Ayes: Cullen, De La Rosa, Gunter, Lara, Phillips, Tipton, Villegas, Lopez, De La Rosa
Noes: None
Abstain: None
Absent: Silva

CONSIDERATION

9. RESOLUTION NO. 2020-18 APPROVING AMENDMENT NO. 2 TO THE AUTOCLAVE TECHNOLOGIES AGREEMENT WITH GLOBAL ORGANICS ENERGY, LLC (GOE)

(5:07) General Manager/CAO Mathews provided a brief history on the non-binding agreement with Global Organics Energy, approved by the Board in 2012 to provide the Authority exclusive rights to negotiate use of the technology and for consideration of a public/private partnership for the "Autoclave Technology Process". He indicated that extending the agreement through December 31, 2021, would allow Global Organics Energy to construct a Commercial Scale Demonstration Autoclave at the Johnson Canyon Landfill which is necessary to provide engineering, financial and CEQA related information to better understand the economics, benefits and impacts associated with this innovative technology.

Board Comment: The Board discussed the report.

Public Comment: None

Motion: Vice President De La Rosa made a motion to adopt Resolution No. 2020-18. Director Tipton seconded the motion.

Votes: Motion carried 8,0
Ayes: Cullen, De La Rosa, Gunter, Lara, Phillips, Tipton, Villegas, Lopez, De La Rosa
Noes: None
Abstain: None
Absent: Silva

10. DISCUSSION ON SUN STREET TRANSFER STATION RELOCATION OPTION(S)

(5:39) General Manager/CAO Mathews provided a history on the ongoing search for viable options for the relocation of the Sun Street Transfer Station. He reported that recently, Republic Services and the Authority had discussed the possibility of the Authority acquiring one of the three parcels at the Madison Lane Transfer Station property owned by Republic Services. The acquisition of the property would allow the Authority to continue providing services to the Salinas area residents. Mr. Mathews reviewed in detail the preliminary actions needed to move forward including the commitment from all parties that would be involved in the project.

Board Comment: The Board discussed the presentation, expressing their support for a potential collaboration.

Public Comment: Christina Urquidez, Manager Community Relations with Republic Services submitted a comment stating Republic Services of Salinas has been approached by Patrick and team about this possible venture. She indicated they were intrigued by this possibility of the general concept and that there is much to be discussed as they have not received a formal proposal or entered into any substantive discussion with the Authority. She indicated they look forward to seeing a proposal from SVR soon.

Motion: By consensus the Board directed staff to further analyze the potential of the project.

11. 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

(6:04) President Cullen reported on a teleconference meeting that was held on April 13 between the City of Salinas Mayor, City Manager, the Authority Board President, and General Manager/CAO to discuss the one-year notice of intent to withdrawal from the Joint Powers Agreement submitted by the City of Salinas on November 2018. President Cullen stated the City of Salinas presented a draft list of the terms and conditions to rescind the notice and was waiting to receive the final list. He indicated the terms and conditions would be reviewed by the Executive Committee during an upcoming meeting to move forward and enter into negotiations.

Board Comments: The Board discussed the report.

Public Comments: None

Motion: None; informational only

FUTURE AGENDA ITEMS

12. AGENDA ITEMS – VIEW AHEAD SCHEDULE

(6:10) The Board reviewed the future agenda items.

CLOSED SESSION

(6:13) President Cullen indicated there was no information to discuss under Item Nos. 13 and 14.

- ~~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 **6)** APN 003-211-022-000, located at 195 Sherwood Dr. and 416 Main St., Salinas, CA **7)** Republic Services Property, APNs 261-051-005, 007, and 019, located at 1120 Madison Lane, Salinas, California~~
- ~~14. Pursuant to **Government Code Section 54957(a)** to consult with General Counsel, Roy C. Santos on the threat to public services and/or facilities consideration of tactical response plan consultation~~

ADJOURNED

(6:13) President Cullen adjourned the meeting.

APPROVED: _____
Robert Cullen, President

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



Report to the Board of Directors

ITEM NO. 2

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: May 21, 2020

From: C. Ray Hendricks, Finance and Administration Manager

Title: March 2020 Claims and Financial Reports

RECOMMENDATIONS

The Executive Committee recommends acceptance of the March 2020 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of March for a summary of the Authority's financial position as of March 31, 2020. The following are highlights of the Authority's financial activity for the month of March.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of March 2020, operating revenues exceeded expenditures by \$442,359. Fiscal year 2019-20 to date operating revenues exceeded expenditures by \$3,448,262.

Revenues (Consolidated Statement of Revenues and Expenditures)

After nine months of the fiscal year, (75.0% of the fiscal year), revenues total \$17,153,606 or 82.8% of the total annual revenues forecast of \$20,712,305. March Tipping Fees totaled \$11,418,718 or 85.5% of the forecasted total of \$13,357,500.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of March 31, 2020 (75.0% of the fiscal year), year-to-date operating expenditures totaled \$13,705,344. This is 72.1% of the operating budget of \$19,000,500.

Capital Project Expenditures (Consolidated CIP Expenditures Report)

For the month of March 2020, capital project expenditures totaled \$338,303. \$197,739 was for the Organics Program. \$59,065 was for the Crazy Horse Postclosure Maintenance. \$27,546 was for the Lewis Road Postclosure Maintenance. \$17,866 was for the JC Equipment Replacement. \$12,939 was for the Organics System Expansion Study. \$10,000 was for the Micro Grants for Mattress Collection.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of March 2020 is attached for review and acceptance. March disbursements total \$1,534,456.11 of which \$459,326.00 was paid from the payroll checking account for payroll and payroll related benefits.

Following is a list of vendors paid more than \$50,000 during the month of March 2020.

Vendor	Services	Amount
Vision Recycling	Jan. & Feb. All Sites Greenwaste Processing	\$173,958.03
Edge Innovate USA, LLC.	Portable 6 Person Sort Line	\$172,280.09
Southern Counties Oil Co.	All Sites Monthly Equipment & Vehicle Fuel	\$60,372.51

Cash Balances

The Authority's cash position increased \$255,283.78 during March to \$29,767,350.91. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below.

Restricted by Legal Agreements:

Johnson Canyon Closure Fund	4,758,731.26
State & Federal Grants	(161,311.14)
BNY - Bond 2014A Payment	-
BNY - Bond 2014B Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	99,875.12
Employee Unreimbursed Medical Claims	9,693.20

Committed by Board Policy:

AB939 Services	213,384.84
Designated for Capital Projects Reserve	4,598,804.91
Designated for Environmental Impairment Reserve	1,651,462.97
Designated for Operating Reserve	1,401,462.97
Expansion Fund (South Valley Revenues)	8,560,681.29

Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	641,104.79
Lewis Road Post Closure	111,061.88
Jolon Road Post Closure	64,805.55
Capital Improvement Projects	5,453,173.71

Available for Operations:

	2,364,419.56
Total	<u><u>29,767,350.91</u></u>

ATTACHMENTS

1. March 2020 Consolidated Statement of Revenues and Expenditures
2. March 2020 Consolidated CIP Expenditures Report
3. March 2020 Checks Issued Report

Salinas Valley Solid Waste Authority

Consolidated Statement of Revenues and Expenditure

For Period Ending March 31, 2020

	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	13,357,500	1,107,949	11,418,718	85.5 %	1,938,782	0	1,938,782
Tipping Fees - Surcharge	1,421,775	118,534	1,057,602	74.4 %	364,173	0	364,173
Tipping Fees - Diverted Materials	2,236,430	166,874	1,917,121	85.7 %	319,309	0	319,309
AB939 Service Fee	2,733,000	227,750	2,049,750	75.0 %	683,250	0	683,250
Charges for Services	130,800	22,088	104,631	80.0 %	26,169	0	26,169
Sales of Materials	267,800	6,061	152,897	57.1 %	114,903	0	114,903
Gas Royalties	265,000	78,491	220,315	83.1 %	44,685	0	44,685
Investment Earnings	300,000	0	224,502	74.8 %	75,498	0	75,498
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	20,712,305	1,727,747	17,153,606	82.8 %	3,558,699	0	3,558,699
<u>Expense Summary</u>							
Executive Administration	488,700	54,175	320,079	65.5 %	168,621	39,570	129,051
Administrative Support	425,500	39,073	346,649	81.5 %	78,851	39,136	39,716
Human Resources Administration	217,700	12,447	135,752	62.4 %	81,948	5,673	76,276
Clerk of the Board	186,000	9,850	112,571	60.5 %	73,429	2,907	70,522
Finance Administration	789,100	54,857	480,337	60.9 %	308,763	2,599	306,165
Operations Administration	512,100	25,813	295,331	57.7 %	216,769	3,109	213,659
Resource Recovery	1,005,370	63,525	640,209	63.7 %	365,161	5,607	359,553
Marketing	77,500	9,649	46,398	59.9 %	31,102	30,654	448
Public Education	222,930	19,374	111,113	49.8 %	111,817	66,993	44,824
Household Hazardous Waste	880,900	59,193	489,558	55.6 %	391,342	126,997	264,346
C & D Diversion	136,000	0	76,958	56.6 %	59,042	0	59,042
Organics Diversion	1,303,800	204,795	872,059	66.9 %	431,741	250,049	181,693
Diversion Services	24,000	1,950	15,300	63.8 %	8,700	6,650	2,050

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending March 31, 2020

	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	648,400	37,965	396,165	61.1 %	252,235	79,924	172,311
JR Recycling Operations	169,500	7,276	84,153	49.6 %	85,347	0	85,347
SS Disposal Operations	1,147,700	81,162	808,694	70.5 %	339,006	90,379	248,626
SS Transfer Operations	1,405,000	147,509	1,067,935	76.0 %	337,065	195,012	142,053
SS Recycling Operations	726,600	57,390	464,761	64.0 %	261,839	40,519	221,321
JC Landfill Operations	2,979,100	207,030	1,950,357	65.5 %	1,028,743	499,515	529,228
JC Recycling Operations	491,100	29,746	249,589	50.8 %	241,511	14,907	226,603
Johnson Canyon ECS	370,300	46,644	208,807	56.4 %	161,493	87,537	73,956
Sun Street ECS	156,100	8,457	73,642	47.2 %	82,458	12,296	70,162
Debt Service - Interest	1,452,400	0	1,452,290	100.0 %	110	0	110
Debt Service - Principal	1,897,700	0	1,897,663	100.0 %	37	0	37
Closure Set-Aside	312,000	25,441	261,720	83.9 %	50,280	0	50,280
Cell Construction Set-Aside	975,000	82,068	847,257	86.9 %	127,743	0	127,743
Total Expense	19,000,500	1,285,388	13,705,344	72.1 %	5,295,156	1,600,034	3,695,122
Revenue Over/(Under) Expenses	1,711,805	442,359	3,448,262	201.4 %	(1,736,457)	(1,600,034)	(136,423)

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending March 31, 2020

	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	59,065	318,402	56.9 %	241,598	65,790	175,808
Total Fund 131 - Crazy Horse Closure Fund	959,500	59,065	318,402	33.2 %	641,098	65,790	575,308
<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	27,546	158,939	67.6 %	76,061	27,979	48,082
Total Fund 141 - Lewis Road Closure Fund	270,000	27,546	158,939	58.9 %	111,061	27,979	83,082
<u>Fund 161 - Jolon Road Closure Fund</u>							
161 9604 JR Postclosure Maintenance	260,000	2,578	195,194	75.1 %	64,806	8,084	56,721
Total Fund 161 - Jolon Road Closure Fund	260,000	2,578	195,194	75.1 %	64,806	8,084	56,721
<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	479,928	0	243,264	50.7 %	236,664	0	236,664
211 9217 Micro Grants for Mattress Collection	10,000	10,000	10,000	100.0 %	0	0	0
211 9220 Tire Amnesty 2019-20	90,000	0	17,085	19.0 %	72,915	1,800	71,115
211 9247 Cal Recycle - CCPP	60,456	0	14,765	24.4 %	45,691	550	45,141
211 9253 Cal Recycle - 2017-18 CCPP	13,575	1,259	6,294	46.4 %	7,281	0	7,281
211 9256 Cal Recycle - 2018-19 CCPP	21,848	3,091	12,573	57.5 %	9,275	0	9,275
Total Fund 211 - Grants	675,807	14,350	303,982	45.0 %	371,825	2,350	369,475

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending March 31, 2020

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
Fund 216 - Reimbursement Fund							
216 9802 Autoclave Demonstration Unit	141,499	0	0	0.0 %	141,499	0	141,499
216 9804 Long Range Facility Needs EIR	180,062	0	0	0.0 %	180,062	0	180,062
Total Fund 216 - Reimbursement Fund	321,560	0	0	0.0 %	321,560	0	321,560
Fund 800 - Capital Improvement Projects Fund							
800 9104 Organics System Expansion Study	193,841	12,939	49,209	25.4 %	144,632	121,308	23,323
800 9105 Concrete Grinding	20,000	0	0	0.0 %	20,000	0	20,000
800 9106 Waste Composition Study	29,543	0	29,543	100.0 %	0	0	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	197,739	573,253	67.4 %	276,747	269,381	7,366
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	17,866	158,484	24.6 %	485,224	0	485,224
800 9527 JC Module 7 Engineering and Construction	2,674,088	0	2,484,475	92.9 %	189,613	95,390	94,224
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 9602 JR Equipment Purchase	0	0	0	0.0 %	0	0	0
800 9603 JR Well Replacement	100,000	0	0	0.0 %	100,000	0	100,000
800 9701 SSTS Equipment Replacement	413,858	6,220	24,732	6.0 %	389,126	20,316	368,810
800 9703 SSTS Improvements	10,934	0	3,228	29.5 %	7,705	0	7,705
Total Fund 800 - Capital Improvement Projects Fund	7,928,826	234,764	3,322,924	41.9 %	4,605,902	506,395	4,099,508
Total CIP Expenditures	10,879,477	338,303	4,299,442	39.5 %	6,580,035	945,993	5,634,042

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24351	ADMANOR, INC RECYCLING PUBLIC ED SVR MARKETING/BRANDING	3/4/2020	3,347.05 8,092.06	11,439.11
24352	AON RISK INSURANCE SERVICES WEST, INC . WORKER'S COMP PREMIUMS	3/4/2020	16,201.90	16,201.90
24353	ASBURY ENVIRONMENTAL SERVICES HHW DISPOSAL	3/4/2020	240.00	240.00
24354	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	3/4/2020	590.60	590.60
24355	BARTEL ASSOCIATES, LLC OPEB ACTUARIAL SERVICES	3/4/2020	3,000.00	3,000.00
24356	BC LABORATORIES, INC LABORATORY ANALYTICAL TESTING	3/4/2020	4,583.50	4,583.50
24357	CH2M HILL, INC ENGINEERING SERVICES	3/4/2020	8,269.26	8,269.26
24358	COAST COUNTIES TRUCK & EQUIPMENT CO. SS VEHICLE MAINTENANCE SUPPLIES	3/4/2020	1,090.76	1,090.76
24359	COMCAST ADMIN INTERNET SERVICES	3/4/2020	285.94	285.94
24360	CUTTING EDGE SUPPLY JC EQUIPMENT MAINTENANCE EQUIPMENT PARTS RETURN	3/4/2020	904.04 (84.47)	819.57
24361	EDGE INNOVATE USA, LLC JC ORGANICS EQUIPMENT RENTAL	3/4/2020	10,493.46	10,493.46
24362	EDGES ELECTRICAL GROUP, LLC CONSTRUCTION SUPPLIES RETURN JC ORGANICS CONSTRUCTION	3/4/2020	(257.58) 1,474.67	1,217.09
24363	EDUARDO ARROYO JC & JR FACILITY MAINTENANCE	3/4/2020	13,800.00	13,800.00
24364	ERNEST BELL D. JR ADM, SS & JC JANITORIAL SERVICES	3/4/2020	2,600.00	2,600.00
24365	FEDEX ADM OVERNIGHT SHIPMENTS	3/4/2020	290.55	290.55
24366	FERGUSON ENTERPRISES INC #795 JC ORGANICS SUPPLIES	3/4/2020	284.28	284.28
24367	FIRST ALARM ALL SITES SECURITY SERVICES	3/4/2020	68.80	68.80
24368	FULL STEAM STAFFING LLC SSTS & JC CONTRACT LABOR	3/4/2020	3,880.80	3,880.80
24369	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	3/4/2020	5,683.42	5,683.42

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24370	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES JC ORGANICS SUPPLIES	3/4/2020	405.17 47.88	453.05
24371	GRAINGER JC SAFETY SUPPLIES	3/4/2020	216.49	216.49
24372	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES	3/4/2020	1,037.40	1,037.40
24373	HERC RENTALS INC. JC EQUIPMENT RENTAL	3/4/2020	110.07	110.07
24374	HOME DEPOT FACILITY SUPPLIES RETURN ALL SITES FACILITY MAINTENANCE JC ORGANICS FACILITY MAINTENANCE JR SCALE MAINTENANCE SUPPLIES	3/4/2020	(535.45) 856.70 875.90 405.72	1,602.87
24377	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	3/4/2020	7,669.35	7,669.35
24378	KEETON INDUSTRIES INC. JC ORGANICS CONSTRUCTION	3/4/2020	1,749.46	1,749.46
24379	MALLORY CO. INC HHW SAFETY SUPPLIES	3/4/2020	79.97	79.97
24380	MANUEL PEREA TRUCKING, INC. ALL SITES HAULING SERVICES	3/4/2020	750.00	750.00
24381	MANUEL TINAJERO CH & SS LANDSCAPE MAINTENANCE	3/4/2020	3,300.00	3,300.00
24382	MISSION LINEN SUPPLY ALL SITES UNIFORMS JC ORGANICS UNIFORMS	3/4/2020	340.50 23.88	364.38
24383	MONTEREY SIGNS, INC. MRC SIGNS FOR ALL SITES (54 SIGNS)	3/4/2020	5,063.74	5,063.74
24384	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	3/4/2020	404.01	404.01
24385	ONE STOP AUTO CARE/V & S AUTO CARE, INC HHW EQUIPMENT MAINTENANCE OPS ADM VEHICLE MAINTENANCE SS VEHICLE MAINTENANCE	3/4/2020	41.75 122.74 41.75	206.24
24386	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES	3/4/2020	8,541.79	8,541.79
24387	PRYOR LEARNING SOLUTIONS FRED PRYOR ANNUAL TRAINING ACCESS: ERNESTO NATERA	3/4/2020	499.00	499.00
24388	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE EQUIPMENT PARTS RETURN JC EQUIPMENT MAINTENANCE	3/4/2020	1,054.96 (313.01) 329.37	1,071.32

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24389	RETURNS R US, INC. HHW HAULING & DISPOSAL	3/4/2020	750.00	750.00
24390	ROBERTO CORREA WEEK 1 - BUDDY LUNCH	3/4/2020	38.00	38.00
24391	ROBERTO CORREA WEEK 3 - BUDDY LUNCH	3/4/2020	38.00	38.00
24392	ROBERTO CORREA WEEK 2 - BUDDY LUNCH	3/4/2020	38.00	38.00
24393	ROBERTO CORREA WEEK 4 - BUDDY LUNCH	3/4/2020	38.00	38.00
24394	RODOLFO RAMIREZ AYALA JR EQUIPMENT MAINTENANCE ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	3/4/2020	180.00 1,980.00	2,160.00
24395	SALINAS FALSE ALARM REDUCTION PROGAM BUILDING ALARM PROGRAM FEE	3/4/2020	115.25	115.25
24396	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY CH & JC FACILITY MAINTENANCE	3/4/2020	1,142.70	1,142.70
24397	SCALES UNLIMITED SS, JC & JR SCALE MAINTENANCE	3/4/2020	5,555.88	5,555.88
24398	SCS FIELD SERVICES ALL SITES ENVIRONMENTAL SERVICES NON ROUTINE JC, CH & LR ENGINEERING SERVICES ALL SITES ROUTINE ENGINEERING SERVICES	3/4/2020	424.00 925.00 22,835.00	24,184.00
24400	SHARPS SOLUTIONS, LLC HHW HAULING AND DISPOSAL	3/4/2020	160.00	160.00
24401	SKINNER EQUIPMENT REPAIR, INC. ALL SITES EQUIPMENT & VEHICLE MAINTENANCE JC VEHICLE MAINTENANCE	3/4/2020	6,683.95 885.21	7,569.16
24403	SOLEDAD LITTLE LEAGUE BASEBALL EVENT SPONSORSHIP	3/4/2020	500.00	500.00
24404	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA : LANDFILL GAS OPS & MAINTENANCE COURSI	3/4/2020	1,199.00	1,199.00
24405	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	3/4/2020	20,889.27	20,889.27
24406	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	3/4/2020	797.02	797.02

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24407	US BANK CORPORATE PAYMENT SYSTEM	3/4/2020		
	AMAZON : JC SURVEILLANCE SUPPLIES		65.54	
	AMAZON : SS FACILITY SUPPLIES		41.40	
	AMAZON : SS SURVEILLANCE SUPPLIES		436.96	
	ALIBABA: SPORK SAMPLE		13.16	
	AMAZON: COMPOSTABLE BAGS		54.61	
	AMAZON : JC MAINTENANCE SUPPLIES		35.76	
	AMAZON : SS SURVEILLANCE SUPPLIES		51.00	
	AMAZON.COM : ADM OFFICE SUPPLIES		28.37	
	AMAZON.COM : ADMINISTRATION OFFICE SUPPLIES		43.69	
	AUTOMOTIVE WORK WEAR : SAFETY JACKET		1,460.59	
	BEE'S LIGHTING : SS FACILITY MAINTENANCE		1,080.35	
	EXPERIAN :CREDIT CHECKS		99.90	
	DOT: DRUG AND ALCOHOL CLEARINGHOUSE QUERY		25.00	
	WALMART: EXECUTIVE COMMITTEE MEETING		33.85	
	Amazon: FACILITY SUPPLIES RETURN		(19.08)	
	GREAT NORTHERN : ADMIN OFFICE SUPPLIES		21.55	
	INDEED : RECRUITMENT SERVICES-OPERATIONS		18.24	
	HARBOR FREIGHT : JC FACILITY MAINTENANCE		23.97	
	ATT.COM : JC INTERNET SERVICE		70.00	
	AMAZON : JC INTERNET SERVICE SUPPLIES		74.27	
	AMAZON : SS & JC SAFETY SUPPLIES		132.18	
	LA PLAZA : EMPLOYEE ENGAGEMENT MEETING		57.13	
	LOCKSMITH SERVICES : JR MAINTENANCE		60.00	
	EXPEDIA : CALRECYCLE HHW CONFERENCE		977.58	
	INTERMEDIA : MONTHLY EXCHANGE SERVER HOSTING		358.71	
	BIOCYCLE - CONNECT WEST 2020		815.00	
	SPLASHTOP.COM : REMOTE LOGIN SOFTWARE		299.00	
	ALIBABA: SPORK SAMPLE		12.89	
	SPORK KING: SPORK SAMPLE SET		13.67	
	BEE'S LIGHTING : SS FACILITY MAINTENANCE		653.32	
	AMAZON : SS & JC SAFETY SUPPLIES		132.18	
	SURVEYMONKEY.COM : SURVEY SUBSCRIPTION		99.00	
	USERWAY : WEBSITE ADA WIDGET		10.00	
	WORLD CENTRIC : ADM COMPOSTABLE WASTE BAGS		69.53	
				7,349.32
24411	VALERIO VARELA JF	3/4/2020		
	JC & JR EQUIPMENT MAINTENANCE		5,225.00	
	JC FACILITY MAINTENANCE		350.00	
	SS VEHICLE MAINTENANCE		750.00	
				6,325.00
24412	VALLEY FABRICATION, INC	3/4/2020		
	JR EQUIPMENT MAINTENANCE		129.13	
				129.13
24413	VISION RECYCLING INC	3/4/2020		
	ALL SS & JC GREENWASTE PROCESSING		88,838.90	
				88,838.90
24414	WESTERN EXTERMINATOR COMPANY	3/4/2020		
	ALL SITES VECTOR CONTROL		431.50	
				431.50
24415	WESTERN TRAILER COMPANY	3/4/2020		
	SS VEHICLE MAINTENANCE		1,474.93	
				1,474.93
24416	RAMTIN JAHAN	3/6/2020		
	2013 FORD F150 4X4		17,866.09	
				17,866.09
24417	A & G PUMPING, INC	3/12/2020		
	JC & JR PORTABLE TOILETS		395.13	
				395.13

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24418	ADMANOR, INC CCRMC - MEDIA CAMPAIGN	3/12/2020	15,140.21	15,140.21
24419	ALESHIRE & WYNDER, LLP MONTHLY LEGAL SERVICES	3/12/2020	9,532.50	9,532.50
24420	BC LABORATORIES, INC LABORATORY ANALYTICAL TESTING	3/12/2020	955.84	955.84
24421	CALIFORNIA LIVE FLOORS, INC, SS VEHICLE MAINTENANCE VEHICLE PARTS RETURN	3/12/2020	2,280.17 (1,823.42)	456.75
24422	COASTLINE MARKETING GROUP, INC. WEBSITE HOSTING	3/12/2020	196.00	196.00
24423	CONSOLIDATED FABRICATORS CORP JC HEAVY DUTY DROP BOX ROLL OFF	3/12/2020	17,032.99	17,032.99
24424	CUTTING EDGE SUPPLY JC EQUIPMENT MAINTENANCE	3/12/2020	571.97	571.97
24425	DON CHAPIN INC JC ORGANICS CONSTRUCTION	3/12/2020	535.01	535.01
24426	DOUGLAS NOLAN SCHOOL ASSEMBLY PROGRAM	3/12/2020	4,000.00	4,000.00
24427	EAST BAY TIRE CO. ALL SITES VEHICLE MAINTENANCE	3/12/2020	746.09	746.09
24428	EDGE INNOVATE USA, LLC PORTABLE 6-PERSON LINE	3/12/2020	161,786.63	161,786.63
24429	F.A.S.T. SERVICES 2019-20 INTERPRETING SERVICES: PUBLIC MEETINGS	3/12/2020	180.00	180.00
24430	FEDEX CLERK OVERNIGHT SHIPMENTS	3/12/2020	12.65	12.65
24431	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	3/12/2020	4,821.91	4,821.91
24432	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES JC ORGANICS SUPPLIES JC ORGANICS FACILITY MAINTENANCE SS VEHICLE MAINTENANCE	3/12/2020	39.74 8.11 164.66 51.55	264.06
24433	GRAINGER SS SAFETY SUPPLIES JC & ORGANICS FACILITY SUPPLIES JC ORGANICS CONSTRUCTION	3/12/2020	27.32 297.17 64.82	389.31
24434	GREEN RUBBER - KENNEDY AG, LP JC ORGANICS FACILITY MAINTENANCE	3/12/2020	174.34	174.34
24435	GREEN VALLEY INDUSTRIAL SUPPLY, INC JC ORGANICS FACILITY MAINTENANCE	3/12/2020	16.67	16.67

Salinas Valley Solid Waste Authority
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Check #	Name	Check Date	Amount	Check Total
24436	HYDROTURF, INC JC FACILITY MAINTENANCE	3/12/2020	1,516.83	1,516.83
24437	INTERNATIONAL ASSOCIATION OF RETIRED FIREFIGHTERS FIREFIGHTERS YEARBOOK : SPONSORSHIP	3/12/2020	130.00	130.00
24438	JUAN CAMACHO SWANA : LANDFILL GAS & MAINT CONFERENCE	3/12/2020	297.00	297.00
24439	KATIE DUTCHER AND MARIANNE ROWE RR RETREAT FACILITATOR	3/12/2020	900.00	900.00
24440	LUIS AGUILERA HHW CONFERENCE	3/12/2020	164.00	164.00
24441	MONTEREY COUNTY BUSINESS COUNCIL AGENCY ANNUAL MEMBERSHIP	3/12/2020	500.00	500.00
24442	MONTEREY COUNTY CANNABIS INDUSTRY ASSOCIATION MEMBERSHIP RENEWAL	3/12/2020	500.00	500.00
24443	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS MRWPCA & SEWER SERVICES	3/12/2020	1,229.58	1,229.58
24444	OLDTOWN SALINAS FOUNDATION SALINAS FOOD & WINE SPONSORSHIP	3/12/2020	250.00	250.00
24445	PENINSULA MESSENGER LLC ALL SITES COURIER SERVICES	3/12/2020	766.00	766.00
24446	PITNEY BOWES GLOBAL POSTAGE	3/12/2020	460.45	460.45
24447	PROBUILD COMPANY LLC JC FACILITY MAINTENANCE JC ORGANICS CONSTRUCTION SUPPLIES MAINTENANCE SUPPLIES RETURN	3/12/2020	2,035.11 123.10 (193.37)	1,964.84
24448	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	3/12/2020	4,778.51	4,778.51
24449	RECYCLE AWAY, LLC OUTDOOR STATIONS	3/12/2020	4,350.45	4,350.45
24450	RONNIE G. REHN HHW FACILITY MAINTENANCE	3/12/2020	9.29	9.29
24451	SKINNER EQUIPMENT REPAIR, INC. JC ORGANICS EQUIPMENT MAINTENANCE	3/12/2020	2,626.96	2,626.96
24452	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	3/12/2020	5,870.85	5,870.85
24453	SPRINT NEXTEL ALL SITES CELL PHONE SERVICES	3/12/2020	329.57	329.57
24454	STERICYCLE, INC SHREDDING SERVICE	3/12/2020	88.12	88.12

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Check #	Name	Check Date	Amount	Check Total
24455	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	3/12/2020	393.78	393.78
24456	TOMMY DIAZ DOT MEDICAL RENEWAL CARD	3/12/2020	150.00	150.00
24457	VALERIO VARELA JF JC ORGANICS FACILITY MAINTENANCE SS VEHICLE MAINTENANCE	3/12/2020	1,650.00 100.00	1,750.00
24458	A & B FIRE PROTECTION & SAFETY, INC JC SAFETY SUPPLIES	3/20/2020	533.29	533.29
24459	ACE HARDWARE CORPORATION SS VEHICLE MAINTENANCE SS SAFETY SUPPLIES	3/20/2020	81.14 24.88	106.02
24460	AGRI-FRAME, INC JC EQUIPMENT MAINTENANCE	3/20/2020	607.17	607.17
24461	ALBERT MALDONADC ALL SITES DEPARTMENT SUPPLIES	3/20/2020	282.58	282.58
24462	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	3/20/2020	39.60	39.60
24463	ARAM AND TAVIT KARABETAYI JC FACILITY MAINTENANCE	3/20/2020	369.52	369.52
24464	ASBURY ENVIRONMENTAL SERVICES HHW DISPOSAL	3/20/2020	80.00	80.00
24465	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	3/20/2020	368.19	368.19
24466	BC LABORATORIES, INC LABORATORY ANALYTICAL TESTING	3/20/2020	76.89	76.89
24467	BRYAN EQUIPMENT JC FACILITY MAINTENANCE	3/20/2020	7.47	7.47
24468	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION 2019 USE TAX	3/20/2020	9,522.00	9,522.00
24469	CALIFORNIA LIVE FLOORS, INC, SS VEHICLE MAINTENANCE	3/20/2020	18,287.00	18,287.00
24470	CALIFORNIA WATER SERVICE SS & JR WATER SERVICE	3/20/2020	454.65	454.65
24471	CARLON'S FIRE EXTINGUISHER SALES & SERVICE ADM ANNUAL FIRE EXTINGUISHER INSPECTION	3/20/2020	461.63	461.63
24472	CH2M HILL, INC ENGINEERING SERVICES	3/20/2020	1,603.99	1,603.99
24473	CHRIS GIMINEZ WEBSITE HOSTING SERVICES	3/20/2020	120.00	120.00

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Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24474	CITY OF GONZALES JC WATER SERVICES MONTHLY HOSTING FEE	3/20/2020	99.86 20,833.33	20,933.19
24475	CLARK PEST CONTROL, INC ADMIN PEST CONTROL	3/20/2020	93.00	93.00
24476	COAST COUNTIES TRUCK & EQUIPMENT CO. SS VEHICLE MAINTENANCE SUPPLIES	3/20/2020	828.86	828.86
24477	CSC OF SALINAS/YUMA JC EQUIPMENT MAINTENANCE SS VEHICLE MAINTENANCE	3/20/2020	197.89 15.51	213.40
24478	CUTTING EDGE SUPPLY JC EQUIPMENT MAINTENANCE	3/20/2020	1,776.91	1,776.91
24479	DATAFLOW BUSINESS SYSTEMS INC. REPLACEMENT COPIER - KYOCERA COPY SYSTEM	3/20/2020	6,817.20	6,817.20
24480	EAST BAY TIRE CO. ALL SITES VEHICLE MAINTENANCE	3/20/2020	462.93	462.93
24481	EDGES ELECTRICAL GROUP, LLC JC ORGANICS CONSTRUCTION SUPPLIES	3/20/2020	249.16	249.16
24482	EDUARDO ARROYO JC ORGANICS CONSTRUCTION SUPPLIES	3/20/2020	2,050.00	2,050.00
24483	ENRIQUE CARRILLO JR. SS VEHICLE MAINTENANCE	3/20/2020	7,988.50	7,988.50
24484	EXPRESS SAFETY INC SS SAFETY SUPPLIES	3/20/2020	33.68	33.68
24485	FERGUSON ENTERPRISES INC #795 JC MAINTENANCE SUPPLIES	3/20/2020	1,024.79	1,024.79
24486	FIRST ALARM ALL SITES SECURITY SERVICES	3/20/2020	1,374.39	1,374.39
24487	FULL STEAM STAFFING LLC SSTS & JC CONTRACT LABOR	3/20/2020	3,911.04	3,911.04
24488	GEOLOGIC ASSOCIATES, INC. JC ENGINEERING SERVICES	3/20/2020	13,403.25	13,403.25
24489	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	3/20/2020	6,730.43	6,730.43
24490	GONZALES ACE HARDWARE ALL SITES FACILITY SUPPLIES	3/20/2020	271.78	271.78
24492	GONZALES IRRIGATION SYSTEMS, INC. JC ORGANICS FACILITY MAINTENANCE	3/20/2020	17.58	17.58
24493	GRAINGER ALL SITES SUPPLIES JC ORGANICS FACILITY MAINTENANCE	3/20/2020	1,101.48 46.16	1,147.64

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24494	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES ALL SITES SUPPLIES	3/20/2020	837.40 497.29	1,334.69
24495	GREEN VALLEY INDUSTRIAL SUPPLY, INC SS VEHICLE MAINTENANCE	3/20/2020	418.63	418.63
24496	GUERITO JC & SSTs PORTABLE TOILETS	3/20/2020	1,028.00	1,028.00
24497	HOME DEPOT ALL SITES FACILITY MAINTENANCE JC ORGANICS SUPPLIES MATERIALS	3/20/2020	1,291.15 672.42	1,963.57
24499	HOPE SERVICES SSTs LITTER ABATEMENT	3/20/2020	12,307.89	12,307.89
24500	HRN PERFORMANCE SOLUTIONS HR PERFORMANCE SOLUTION SOFTWARE - ADDITIONAL LIC	3/20/2020	150.00	150.00
24501	INTERSTATE BATTERIES SS VEHICLE MAINTENANCE	3/20/2020	259.72	259.72
24502	JULIO GIL JC VEHICLE MAINTENANCE	3/20/2020	254.13	254.13
24503	KEVIN CARDONA RR- OUTREACH MATERIAL HHW BROCHURE	3/20/2020	2,836.13	2,836.13
24504	KING CITY HARDWARE INC. JC FACILITY MAINTENANCE	3/20/2020	47.82	47.82
24505	MALLORY CO. INC HHW SAFETY SUPPLIES	3/20/2020	9.83	9.83
24506	MARK E. FETZER HHW TRAINING	3/20/2020	1,375.00	1,375.00
24507	MISSION LINEN SUPPLY ALL SITES UNIFORMS	3/20/2020	645.45	645.45
24509	MONTEREY CITY DISPOSAL SERVICE, INC. MIXED RECYCLING DIVERSION FEES	3/20/2020	215.70	215.70
24510	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	3/20/2020	9,212.00	9,212.00
24511	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	3/20/2020	2,622.59	2,622.59
24513	PACIFIC GAS AND ELECTRIC COMPANY CNG VEHICLE FUEL SS CNG VEHICLE FUEL	3/20/2020	89.91 9,017.76	9,107.67
24514	PROBUILD COMPANY LLC JC ORGANICS FACILITY MAINTENANCE	3/20/2020	3,129.63	3,129.63
24515	PSTs, INC. JC ORGANICS SERVICES	3/20/2020	1,496.25	1,496.25

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24516	PURE WATER BOTTLING ALL SITES WATER SERVICE	3/20/2020	368.95	368.95
24517	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE JC ORGANICS EQUIPMENT MAINTENANCE	3/20/2020	5,087.77 88.45	5,176.22
24520	R&B COMPANY JC FACILITY MAINTENANCE	3/20/2020	895.32	895.32
24521	REPUBLIC SERVICES #471 ADM BUILDING MONTHLY TRASH SERVICE	3/20/2020	76.98	76.98
24522	RONNIE G. REHN SS & HHW FACILITY MAINTENANCE	3/20/2020	53.31	53.31
24523	ROSSI BROS TIRE & AUTO SERVICE ALL SITES VEHICLE & EQUIPMENT MAINTENANCE	3/20/2020	3,632.11	3,632.11
24524	SALINAS NEWSPAPERS, INC PUBLIC NOTICE: PUBLIC HEARING RATES 7/1/20	3/20/2020	117.33	117.33
24525	SALINAS STEEL BUILDERS, INC. CH FACILITY MAINTENANCE	3/20/2020	3,713.00	3,713.00
24526	SCOTT JOHNSON JC FACILITY MAINTENANCE	3/20/2020	43.65	43.65
24527	SCS FIELD SERVICES JC, CH & LR ENGINEERING SERVICES ALL SITES ROUTINE ENGINEERING SERVICES	3/20/2020	925.00 18,485.00	19,410.00
24528	SKINNER EQUIPMENT REPAIR, INC. ALL SITES EQUIPMENT & VEHICLE MAINTENANCE JC VEHICLE MAINTENANCE	3/20/2020	13,506.66 256.00	13,762.66
24530	SOCIAL VOCATIONAL SERVICES, INC JC LITTER ABATEMENT	3/20/2020	6,298.88	6,298.88
24531	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	3/20/2020	14,040.64	14,040.64
24532	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	3/20/2020	119.93	119.93
24533	TRI-COUNTY FIRE PROTECTION, INC. JC VEHICLE MAINTENANCE	3/20/2020	93.52	93.52

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24534	US BANK CORPORATE PAYMENT SYSTEM	3/20/2020		
	A.L.L : JC FACILITY SUPPLIES		593.30	
	SAFeway: ADVISORY COMMITTEE MEETING 1/30/2020		33.97	
	AMERICAN AIRLINES : SWANA ANNUAL CONFERENC		610.39	
	AMAZON : JC ORGANICS SUPPLIES		77.29	
	AMAZON.COM: SSTS BREAKROOM SUPPLIES		33.16	
	AMAZON: JC BREAKROOM SUPPLIES		360.92	
	AUTOMOTIVE WEAR : JC & SS SAFETY SUPPLIES		146.26	
	DELTA AIR : USCC COMPOST2020		30.00	
	DELTA AIR : COMPOST2020 CONFERENCE		30.00	
	DELTA AIR : COMPOST2020 CONFERENCE		30.00	
	SUBWAY: BOARD OF DIRECTORS MEETING		183.14	
	WALMART: BOARD OF DIRECTORS MEETING		46.30	
	SANTAFE: BOARD OF DIRECTORS MEETING		10.56	
	SMART & FINAL: BOARD OF DIRECTORS MEETING		63.95	
	CALPERS: 2020 LAW BOOK		83.12	
	PERFECT WATER TECH:CH FACILITY MAINTENANCE		426.57	
	CONSTANT CONTACT : RR OUTREACH E- NEWSLETTER		108.00	
	COSTCO: ADM OFFICE SUPPLIES		81.13	
	COSTCO: ADMINISTRATION SUPPLIES		76.50	
	EXPERIAN:CREDIT CHECKS		49.95	
	COSTCO: EXECUTIVE COMMITTEE MEETING SNACKS		60.44	
	POLLOCO : EMPLOYEE ENGAGEMENT		69.06	
	FILTERWATER : CH WATER FILTERS		488.00	
	ATT.COM : MONTHLY INTERNET		86.46	
	FRED PRYOR SEMINARS: FRONT DESK SAFETY CONFERENCE		149.00	
	AMAZON : SS SAFETY SUPPLIES		209.72	
	HARBOR FREIGHT : JC SAFETY SUPPLIES		124.07	
	INDEED: OPS RECRUITMENTS		199.73	
	CENTRAL COAST TRUSS : JC FACILITY MAINTENANCE		875.00	
	TWIN CITIES FAN : ELECTRICAL JUNCTION BOX		243.00	
	ATT.COM : JC INTERNET SERVICE		70.00	
	R&S SUPPLIES : JC ORGANICS CONSTRUCTION SUPPLIES		797.35	
	WESTIN PEACHTREE PLAZA : SWANAPALOOZA 202		237.63	
	HILTON CHARLESTON: COMPOST2020		748.54	
	INTERMEDIA : MONTHLY EXCHANGE SERVER HOSTING		358.71	
	AMAZON :OFFICE SUPPLY RETURN		(61.27)	
	MINETA SAN JOSE AIRPORT : COMPOST2020		90.00	
	POLLO LOCO: RECRUITMENT SERVICES		61.32	
	SWANA : WESTERN REGIONAL SYMPOSIUM		750.00	
	FISHWIFE: RR RETREAT - LUNCH		226.40	
	HOMEDEPOT:SHELVES FOR STORAGE CLOSET		114.67	
	SMART N FINAL: ADMINISTRATION SUPPLIES		59.02	
	HARBOR FREIGHT : SS SMALL TOOLS		26.62	
	TROOPERBAY : EIN CARB ID DECAL		20.46	
	USERWAY : WEBSITE WIDGET SUBSCRIPTION		10.00	
	HOME DEPOT:WASTE AUDIT SUPPLIES		35.84	
				9,124.28
24540	VALERIO VARELA JF	3/20/2020		
	ALL SITES EQUIPMENT MAINTENANCE		1,300.00	
				1,300.00
24541	VALLEY FABRICATION, INC	3/20/2020		
	SS FACILITY MAINTENANCE		443.93	
				443.93
24542	VEGETABLE GROWERS SUPPLY, INC.	3/20/2020		
	JC SAFETY SUPPLIES		1,052.75	
				1,052.75
24543	VISION RECYCLING INC	3/20/2020		
	ALL SS & JC GREENWASTE PROCESSING		85,119.13	
				85,119.13

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24544	WESTERN EXTERMINATOR COMPANY ALL SITES VECTOR CONTROL	3/20/2020	358.00	358.00
24545	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION MONTHLY VEHICLE FUEL	3/20/2020	2,150.35	2,150.35
24546	ACE HARDWARE CORPORATION CH FACILITY MAINTENANCE	3/31/2020	17.32	17.32
24547	ADMANOR, INC CCRM - MEDIA CAMPAIGN RECYCLING PUBLIC ED SVR MARKETING/BRANDING	3/31/2020	8,767.28 1,807.50 841.00	11,415.78
24548	ALESHIRE & WYNDER, LLP MONTHLY LEGAL SERVICES	3/31/2020	8,159.00	8,159.00
24549	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	3/31/2020	199.01	199.01
24550	ARAM AND TAVIT KARABETAYI JC EQUIPMENT MAINTENANCE	3/31/2020	205.74	205.74
24551	ASBURY ENVIRONMENTAL SERVICES HHW DISPOSAL	3/31/2020	135.00	135.00
24552	BAGLEY ENTERPRISES, INC JR FACILITY MAINTENANCE	3/31/2020	1,020.00	1,020.00
24553	BARTEL ASSOCIATES, LLC ACTUARIAL SERVICES - OPEB VALUATION	3/31/2020	5,800.00	5,800.00
24554	BC LABORATORIES, INC LABORATORY ANALYTICAL TESTING	3/31/2020	807.52	807.52
24555	BECKS SHOES AND REPAIR ALL SITES SAFETY SUPPLIES	3/31/2020	610.02	610.02
24556	CALIFORNIA LIVE FLOORS, INC, SS ROLLING EQUIPMENT	3/31/2020	2,113.44	2,113.44
24557	COAST COUNTIES TRUCK & EQUIPMENT CO. SS VEHICLE MAINTENANCE SUPPLIES	3/31/2020	1,161.20	1,161.20
24558	COMCAST ADMIN INTERNET SERVICES	3/31/2020	285.94	285.94
24559	CSC OF SALINAS/YUMA ALL SITES VEHICLE MAINTENANCE	3/31/2020	1,323.00	1,323.00
24560	EDGES ELECTRICAL GROUP, LLC JC ORGANICS CONSTRUCTION	3/31/2020	19,166.10	19,166.10
24561	ERNEST BELL D. JR ADM, SS & JC JANITORIAL SERVICES	3/31/2020	2,750.00	2,750.00
24562	FERGUSON ENTERPRISES INC #795 CH MAINTENANCE SUPPLIES JC MAINTENANCE SUPPLIES	3/31/2020	119.17 535.33	654.50

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24563	FIRST ALARM ALL SITES SECURITY SERVICES	3/31/2020	273.25	273.25
24564	FULL STEAM STAFFING LLC JR & SS CONTRACT LABOR SSTS & JC CONTRACT LABOR	3/31/2020	3,134.15 188.16	3,322.31
24565	GEOLOGIC ASSOCIATES, INC. MONTHLY GROUNDWATER MONITORING SERVICES JC ENGINEERING SERVICES	3/31/2020	33,882.50 1,661.00	35,543.50
24566	GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION GFOA TRAINING	3/31/2020	35.00	35.00
24567	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE JC ORGANICS EQUIPMENT MAINTENANCE	3/31/2020	11,598.75 1,564.48	13,163.23
24568	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES ALL SITES FACILITY MAINTENANCE JC SAFETY SUPPLIES	3/31/2020	294.05 206.56 57.30	557.91
24570	GONZALES TIRE & AUTO SUPPLY VEHICLE MAINTENANCE SUPPLIES	3/31/2020	127.66	127.66
24571	GRAINGER JC ORGANICS FACILITY MAINTENANCE JC SAFETY SUPPLIES	3/31/2020	1,811.37 98.88	1,910.25
24572	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES JC FACILITY MAINTENANCE	3/31/2020	1,566.88 233.20	1,800.08
24573	GREEN VALLEY INDUSTRIAL SUPPLY, INC SS FACILITY MAINTENANCE	3/31/2020	7.69	7.69
24574	HOME DEPOT OFFICE SUPPLIES ALL SITES MAINTENANCE SUPPLIES JC SAFETY SUPPLIES JC & SS FACILITY MAINTENANCE	3/31/2020	32.74 1,672.13 66.38 440.46	2,211.71
24576	HYDROTURF, INC SS FACILITY MAINTENANCE	3/31/2020	28.25	28.25
24577	ICONIX WATERWORK (US) INC. CHLF FACILITY MAINTENANCE	3/31/2020	642.64	642.64
24578	ISCO MACHINERY, INC. JC EQUIPMENT RENTAL	3/31/2020	7,669.35	7,669.35
24579	JOAQUIN VASQUEZ SS FACILITY MAINTENANCE	3/31/2020	250.00	250.00
24580	LIEBERT CASSIDY WHITMORE LEGAL SERVICES	3/31/2020	342.00	342.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24581	MAESTRO HEALTH- FSA SERVICE FEE	3/31/2020	150.00	150.00
24582	MANDY BROOKS DISPOSABLE GLOVES & BOOT OVERLAYS	3/31/2020	67.48	67.48
24583	MISSION LINEN SUPPLY ALL SITES UNIFORMS	3/31/2020	159.17	159.17
24584	MONTEREY BAY OFFICE PRODUCTS COPIER MAINTENANCE	3/31/2020	458.45	458.45
24585	MONTEREY COUNTY HEALTH DEPARTMENT SS PERMIT FEES	3/31/2020	2,564.00	2,564.00
24586	NORTH COUNTY RECREATION AND PARKS DISTRICT NORTH COUNTY REC. & PARK DIST. PROGR. DIRECTORY AD	3/31/2020	395.00	395.00
24587	OFFICE DEPOT ALL SITES OFFICE SUPPLIES OPERATIONS ADMIN OFFICE SUPPLIES	3/31/2020	1,270.63 142.01	1,412.64
24588	ONE STOP AUTO CARE/V & S AUTO CARE, INC SS VEHICLE MAINTENANCE	3/31/2020	392.87	392.87
24589	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES	3/31/2020	7,634.14	7,634.14
24590	PHILIP SERVICES CORP MONTHLY HHW DISPOSAL & DISPOSAL SUPPLIES	3/31/2020	18,757.55	18,757.55
24591	PSTS, INC. JC ORGANICS SERVICES	3/31/2020	3,701.25	3,701.25
24592	QUINN COMPANY JR EQUIPMENT MAINTENANCE ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	3/31/2020	2,367.22 744.13	3,111.35
24593	ROBERT BIXBY ASSOCIATES, INC. SS EQUIPMENT MAINTENANCE	3/31/2020	402.80	402.80
24594	RONNIE G. REHN KEY DUPLICATION	3/31/2020	87.40	87.40
24595	SCS ENGINEERS AB1383 PROGRAM PLANNING JC GHG MONITORING	3/31/2020	7,741.88 6,750.00	14,491.88
24596	SHARPS SOLUTIONS, LLC HHW HAULING AND DISPOSAL	3/31/2020	240.00	240.00
24597	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	3/31/2020	19,571.75	19,571.75
24598	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	3/31/2020	119.93	119.93
24599	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	3/31/2020	1,327.12	1,327.12

Salinas Valley Solid Waste Authority
Checks Issued Report for 3/1/2020 to 3/31/2020

Check #	Name	Check Date	Amount	Check Total
24600	VALERIO VARELA JF SS SCALEHOUSE WINDOW SETUP	3/31/2020	150.00	150.00
24601	VEGETABLE GROWERS SUPPLY, INC. SS SAFETY SUPPLIES	3/31/2020	187.67	187.67
24602	VERIZON WIRELESS SERVICES JC, ORGANICS & RR INTERNET SERVICES	3/31/2020	114.03	114.03
24603	WEST COAST RUBBER RECYCLING, INC TIRE DIVERSION SERVICES	3/31/2020	1,950.00	1,950.00
24604	WESTERN EXTERMINATOR COMPANY ALL SITES VECTOR CONTROL	3/31/2020	73.50	73.50
24605	WESTERN TRAILER COMPANY SS ROLLING EQUIPMENT	3/31/2020	4,106.74	4,106.74
	Subtotal			<u>1,075,130.11</u>
	Payroll Disbursements			459,326.00
	Grand Total			<u>1,534,456.11</u>



Report to the Board of Directors

ITEM NO. 3

N/A

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: May 21, 2020

From: Mandy Brooks, Resource Recovery Manager

Title: Member and Interagency Activities Report for April 2020

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.

DISCUSSION & ANALYSIS

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

Due to COVID-19 and Monterey County's extended Shelter-in-Place order the LEA has suspended all in-person, site inspections until further notice

Due to the State Emergency issued for the COVID-19 pandemic, on April 9 the LEA approved an Emergency Waiver of Standards for Sun St. Transfer Station to temporarily waive the permitted daily tonnage of 400 tons per day (tpd) to allow up to 500 tpd for a 30 day period. On April 15, April 21, April 24, and May 5 the LEA was notified of permitted tonnage exceedances at Sun St on the following dates: April 8 – 43.56 tons, April 13 – 13.80 tons, April 14 – 35.63 tons, April 15 – 72.76 tons, April 17 – 14.44 tons, April 21 – 42.28 tons, April 22 – 48.49 tons, April 27 – 74.17 tons, April 28 – 46.33 tons, and April 29 – 57.35 tons. Tonnage exceedances did not exceed the Emergency Waiver limit of 500 tpd and were due to increased self-haul loads with no customers being turned away. As stated above, no in-person monthly site inspection of Sun St. was conducted in April.

Due to the State Emergency issued for the COVID-19 pandemic, on April 9 the LEA approved an Emergency Waiver of Standards for Johnson Canyon Landfill to temporarily waive the permitted daily tonnage of 1,574 tpd to allow up to 2,000 tpd and permitted vehicles per day (vpd) of 265 vpd to allow up to 300 vpd for a 30 day period. The April month inspection of Johnson Canyon Landfill was conducted via email communication. Any operational changes were noted and incorporated into the LEA's written inspection report.

As stated above, no in-person monthly site inspection of Jolon Rd. Transfer Station was conducted in April. On April 22, the LEA notified the Authority that it was determined that the Five-Year Review permit application for the Jolon Road Sanitary Landfill (closed) required no permit changes. The next Five-Year Review will be due on April 23, 2025.

Gonzales Clothing Closet Stats

Due to COVID-19 and the shelter in place order extended through May 31, the clothing closet continues to be closed until further notice.

Clean Up Events

All clean up events scheduled for April or May have been postponed or cancelled.

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

Due to the County of Monterey's extended Shelter in Place Order for COVID-19, all May and June events have either been cancelled or postponed until further notice

Gonzales:	4/4 – 5/10	POSTPONED- Tire Amnesty Event, Johnson Canyon Landfill
	6/13/20	POSTPONED - Gonzales Clean up Event & ABOP Collection
	6/13/20	POSTPONED - Composting Workshop, Fairview Middle School
Greenfield:	5/18 – 5/23	POSTPONED - Greenfield Reuse, Recycle, & Clean up Week
	5/23/20	POSTPONED - Greenfield Clean up Event: ABOP Collection
King City:	4/4 – 5/10	POSTPONED- Tire Amnesty Event, Jolon Rd Transfer Station
	6/27/20	Cancelled - King City Clean Up Event & ABOP, Mildred Ave
Salinas:	4/4 – 5/10	POSTPONED- Tire Amnesty Event, Sun St Transfer Station
	4/4/20	POSTPONED - District 4 Community Cleanup
	5/16/20	Cancelled - Composting Workshop, Natividad Creek Garden
	5/16/20	POSTPONED - District 3 Community Cleanup
	6/20/20	POSTPONED - Mayor's Community Cleanup
Soledad:	5/4 – 5/9	POSTPONED - Soledad Reuse, Recycle, & Clean up Week
	5/9/20	POSTPONED - Soledad Clean up Event: ABOP Collection
Mo. Co.:	5/9/20	Cancelled - Aromas Community Clean Up & ABOP, Aromas Rd



Report to the Board of Directors

ITEM NO. 4

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: May 21, 2020

From: Elia Zavala, Contracts & Grants Analyst

Title: Tonnage and Diversion Report for the
Quarter Ended March 31, 2020

RECOMMENDATION

Staff recommends that the Board accept this report.

STRATEGIC PLAN RELATIONSHIP

None. This is a routine information item.

FISCAL IMPACT

Tipping fees account for 74.7% of the quarter's revenue. For the quarter ending March 31, 2020, the Authority received \$3.8 million in tipping fees.

DISCUSSION & ANALYSIS

TONNAGE LANDFILLED AND DIVERTED SUMMARY

The table below summarizes the total tonnage processed and diverted by the Authority for the quarter ended March 2020. Compared to the quarter ended March 2019, the total tons processed decreased by 3.8% and diverted material increased by 39.3%, resulting in a net decrease of 5.7% of tons landfilled. Alternative Daily Cover (ADC), although a beneficial reuse, is not shown as diverted material since it is ultimately landfilled and not truly diverted. The increase in diverted material is due mainly to the collection of 2,442 tons more of organic material than the same quarter last year. The decrease in ADC is due to new regulation which prohibits green waste "overs" (from green waste and wood waste processing) from any landfill application. Overs are now being processed for recycling/composting.

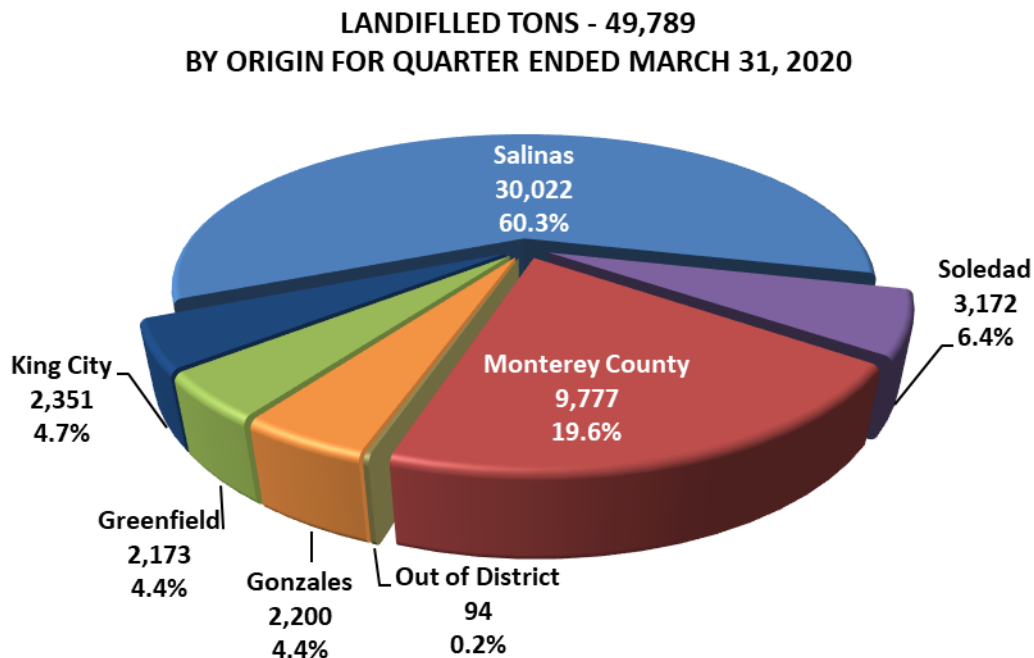
	Jan-Mar 2020		Jan-Mar 2019		Change in	
	Tonnage	%	Tonnage	%	Tonnage	%
Total Tons Processed	65,901		68,504		(2,603)	-3.8%
Less Used for ADC	2,302	3.5%	5,809	8.5%	(3,507)	-60.4%
Net Tons Processed	63,599		62,695		904	1.4%
Less Diverted Materials	10,465		7,689		2,776	36.1%
Less Beneficial Reuse	1,882		863		1,019	118.1%
JC market materials	148		452		(304)	-67.2%
SS market materials	1,170		789		381	48.3%
JR market materials	145		118		27	22.9%
Total Diverted Materials	13,810	21.0%	9,911	14.5%	3,899	39.3%
Total Landfilled	49,789	75.6%	52,785	77.1%	(2,996)	-5.7%

TONS LANDFILLED BY SERVICE AREA

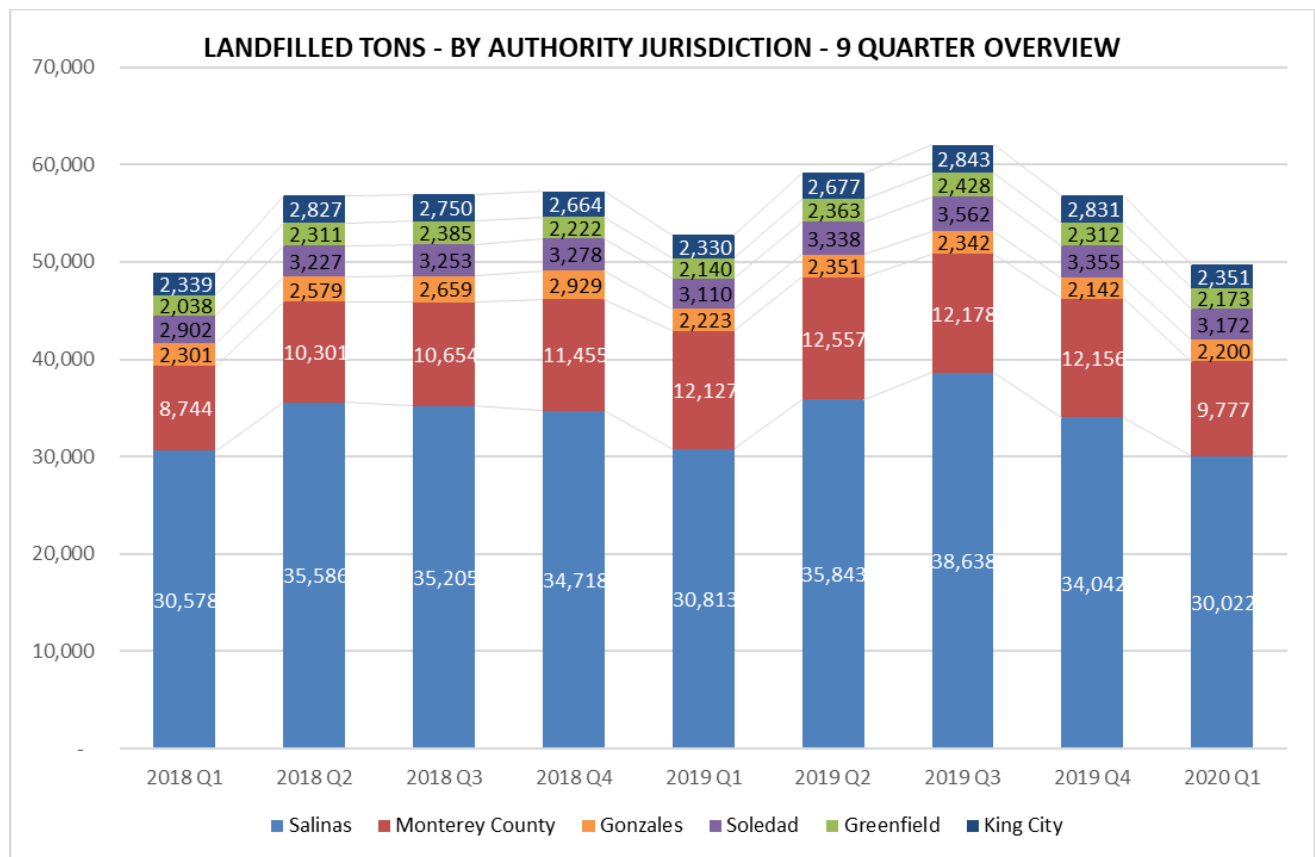
The Authority landfilled 49,789 tons of solid waste in the quarter ended March 2020, of which 49,695 were from the Authority service area and 94 tons were from outside the Authority's service area. This quarter had a 5.7% decrease in landfilled waste from the same quarter of 2019.

<u>Service Area</u>	<u>Jan-Mar 2020 Tonnage</u>	<u>Jan-Mar 2019 Tonnage</u>	<u>Change in Tonnage</u>	<u>% Change</u>
Authority Service Area	49,695	52,744	-3,049	-5.8%
Out of District	94	41	53	129.4%
Total Landfilled	49,789	52,785	-2,996	-5.7%

The Authority service area landfilled waste for this quarter was made up from 60.3% from the City of Salinas, 19.6% from the County, and 19.9% from the south county cities. The 94 tons of self-hauled material from outside the service area made up 0.2% and came from Santa Cruz County (18 tons), western Monterey County non-Authority area (20 tons), Santa Clara County (22 tons), and San Benito County (34 tons).



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



DIVERTED MATERIALS

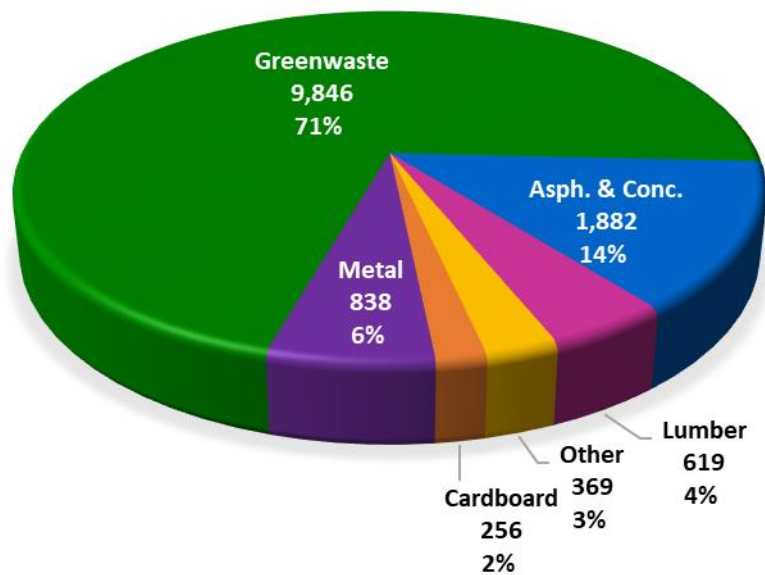
The table below provides a year-over-year comparison of diverted materials tonnage for the same quarter. The total 13,810 tons of diverted materials for the quarter ended March 2020, resulted in an increase of 4,362 tons or 46.2% over the same quarter of the previous year. As mentioned above, the major increase was in the tons of green waste, however the other diversion categories also saw a considerable increase, such as lumber and asphalt & concrete. The amount of lumber or asphalt & concrete collected is dependent on the amount of construction activity for that particular quarter.

	2020 Q1	2019 Q1	% Diff
Greenwaste	9,846	7,404	33.0%
Asphalt & Concrete	1,882	864	117.8%
Metal	838	468	79.1%
Lumber	619	193	220.7%
Cardboard	256	193	32.6%
*Other	369	326	13.2%
	13,810	9,448	46.2%

* Includes Mattresses, Tires, Mixed Rec, etc.

The chart below illustrates the composition of the 13,810 tons of diverted materials for the quarter ended March 2020. Diversion does not include tons of construction & demolition material, and biosolids, which are currently being used in the landfill as Alternative Daily Cover (ADC). Included in the diversion chart are 1,463 tons of recyclables salvaged from the waste stream at Authority facilities and sent directly to market (Johnson Canyon – 148 tons, Sun Street – 1,170, and Jolon Road - 145 tons).

**QUARTER ENDED MARCH 31, 2020
DIVERTED MATERIALS - 13,810**



ATTACHMENTS

None



Report to the Board of Directors

ITEM NO. 5

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: May 21, 2020

From: C. Ray Hendricks, Finance and Administration Manager

Title: A Resolution Establishing the Investment Policy

RECOMMENDATION

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

STRATEGIC PLAN RELATIONSHIP

The recommended action is routine in nature.

FISCAL IMPACT

Investment returns have been slowly decreasing, due to lower returns available. Conservative practices should net the Authority modest returns.

DISCUSSION & ANALYSIS

The only change in the investment policy is the limit of the amount allowed by the Local Agency Investment Fund (LAIF). The limit is set by the state treasurer and was increased to \$75 million in the past year. The Investment Policy allows investment in all investment vehicles permitted by State law. However, in actual practice, the funds managed by the Treasurer have historically been invested in the Local Agency Investment Fund (LAIF). At the end of March 2020, LAIF was yielding 1.787%.

BACKGROUND

In order to properly handle the Authority's investments, the Board is asked to adopt the attached Investment Policy. California Government Code Section 53646(a) (2) states that the treasurer or chief fiscal officer of a local agency may render annually to the legislative body of the local agency an investment policy, which the legislative body shall consider at a public meeting. State law further requires the Treasurer or Chief Financial Officer to submit detailed information on all securities, investments, and monies of the Authority on a quarterly basis. The next report is due in August 2020.

ATTACHMENT(S)

1. Resolution
2. Investment Policy

RESOLUTION NO. 2020 -

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

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

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

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

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

WHEREAS the Authority's Investment Policy has been developed and presented to this Board on May 21, 2020.

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

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the regular meeting duly held on the 21st day of May 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

SALINAS VALLEY SOLID WASTE AUTHORITY INVESTMENT POLICY

PURPOSE

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

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

OBJECTIVE

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

SCOPE

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

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

AUTHORIZATION

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

GUIDELINES

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

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

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

Permitted Investments/Deposits	Maximum Percentages of Portfolio	Maximum Maturity	Minimum Quality Requirements
U.S. Treasury Obligations	Unlimited	5 Years*	None
U.S. Agencies Obligations ^(g)	Unlimited	5 Years*	None
Non-Negotiable Certificates of Deposit	Unlimited	5 Years*	None
Negotiable Certificates of Deposit	30%	5 Years*	None
Bankers Acceptances	40% ^(b)	180 Days	None
Commercial Paper	25% ^(c)	270 Days	A-1/P-1/F-1
L.A.I.F.	\$75 Million ^(a)	N/A	None
CalTRUST Investment Pool ^(h)	Unlimited	N/A	None
Repurchase Agreements	Unlimited	1 Year	None
Reverse Repurchase Agreements	20%	92 Days	None
Mutual Funds and Money Market Mutual Funds	20%	N/A	Multiple ^(d,e)
Medium Term Notes ^(f)	30%	5 Years*	"A" rating

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

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

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

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

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

- e) A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years of experience investing in money market instruments with assets under management in excess of \$500 million.
- f) "Medium-term notes" are defined in Government Code Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating with the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S."
- g) Includes U.S. Government Sponsored Enterprise Obligations
- h) Investment Trust of California dba CalTRUST

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

A. Safety

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

B. Liquidity

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

C. Yield

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

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

4. The Authority will attempt to obtain the highest yield obtainable when selecting investments, provided that criteria for safety and liquidity are met. Ordinarily, through a positive yield curve, (i.e., longer term investment rates are higher than those of shorter maturities), the Authority attempts to ladder its maturities to meet anticipated cash maturities that carry a higher rate than is available in the extremely short market of 30 days or less.
5. Most investments are highly liquid, with the exception of certificates of deposit held by banks and savings and loans. Investments in Certificate of Deposit shall be fully insured or collateralized. When insurance is pledged, it shall be through the FDIC. Collateralization shall be in the amount of 110% of principal when government securities are pledged or 150% of principal when backed by first deeds of trust. Maturities are selected to anticipate cash needs, thereby obviating the need for forced liquidation.
6. When investing in Bankers Acceptances, Treasury Bills and Notes, Government Agency Securities and Commercial Paper, securities for these investments shall be conducted on a delivery-versus-payment basis. Securities are held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts when such delivery directly to the Authority would be impractical.
7. With the exception of Treasury Notes and other government Agency Issues, the maturity of any given investment shall not exceed 1 year.
8. Bond Proceeds shall include any notes, bonds or other instruments issued on behalf of the Salinas Valley Solid Waste Authority for which the members of the Board of Directors serve as the governing body. Should the Salinas Valley Solid Waste Authority elect to issue bonds for any purpose, the Indenture of Trust shall be the governing document specifying allowable investments for the proceeds of the issue as prescribed by law.
9. Investment income shall be shared by all funds on a proportionate ratio of each funds balance to total pooled cash with investment income distributed accordingly on a quarterly basis.
10. Investments in any other vehicle like Repurchase and Reverse Repurchase Agreements shall not be authorized unless the investment is made through the pooled money portfolio of the Local Agency Investment Fund.
11. The Treasurer shall annually render to the Board of Directors for consideration at a public meeting, a statement of investment policy. The Treasurer will also render an investment report to the Board of Directors at the first regular Board Meeting occurring after the end of each calendar quarter. The quarterly report shall include type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held by the Salinas Valley Solid Waste Authority. The report shall state compliance with the investment policy or manner in which the portfolio is not in compliance. It shall also include a statement denoting the ability to meet the Authority's expenditure requirement for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.

12. Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the Salinas Valley Solid Waste Authority Investment Policy and supersede any and all previous language.
13. Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or that could impair their ability to make impartial decisions.

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

May 21, 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: May 21, 2020

From: Janna Faulk, Recycling Coordinator

Title: A Resolution Approving Amendment No. 2 Authorizing a One-Year Extension to the Professional Services Agreement with AdManor, Inc. for Marketing Services in an Amount Not to Exceed \$100,000

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

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

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

The proposed 2020-21 budget includes \$75,000 for marketing services, and \$25,000 for media campaigns for a total of \$100,000.

AdManor has agreed to maintain the same fee schedule currently in effect. The maximum amount of the professional services agreement for fiscal year 2020-2021 will be \$100,000. The contract will continue through the end of the 2020-2021 fiscal year subject to the availability of funding.

DISCUSSION & ANALYSIS

The current agreement with AdManor will terminate on June 30, 2020 but allows for one (1) additional one (1) year extension. At this time, the Authority wishes to exercise the remaining one (1) year extension.

During the past fiscal year, Resource Recovery staff has continued to work with AdManor to complete regular blog columns, create and implement an SVR Cares campaign, Christmas Tree, Tire Amnesty, and Composting Workshop advertisements, promotion of the Countywide What Goes Where App, and several press releases related to the de-packager, composting facility startup, and most recently the COVID-19 impacts.

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

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

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

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

BACKGROUND

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

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

ATTACHMENT(S)

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

RESOLUTION NO. 2020 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING
AMENDMENT NO 2 AUTHORIZING A ONE-YEAR EXTENSION TO THE PROFESSIONAL
SERVICES AGREEMENT WITH ADMANOR, INC FOR MARKETING SERVICES IN AN AMOUNT
NOT TO EXCEED \$100,000**

WHEREAS, on June 20, 2019 the Salinas Valley Solid Waste Authority Board of Directors adopted Resolution No. 2019 -23 approving Amendment No 1 Authorizing a one-year extension to the to the professional services agreement with AdManor, Inc, for marketing services, terminating on June 30, 2020; and

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

WHEREAS, the Authority wishes to exercise the second of the two (2) one (1) year extensions; and,

THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute amendment No 2 authorizing a one-year extension to the professional services agreement with AdManor Inc. for Marketing Services in an amount not to exceed \$100,000 as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 21st day of May 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 Santos, Authority General Counsel



EXHIBIT A

AMENDMENT NO. 2
FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
ADMANOR, INC.
FOR MARKETING SERVICES

This amendment made and entered into this 21st day of May 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 AdManor, Inc. (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on June 21, 2018. The initial term of the agreement expired June 30, 2019. An additional one-year term was approved June 20, 2019, ending June 30, 2020. All terms of the aforementioned agreement will continue in force with the exception of the following changes:

1. Completion Schedule

The Authority and Consultant hereby mutually agree to extend the agreement for an additional one-year term effective July 1, 2020 and ending June 30, 2021.

2. Compensation

Authority hereby agrees to pay Consultant for services rendered to Authority pursuant to this agreement from and after July 1, 2020 in an amount not to exceed \$100,000 as indicated in the payment schedule in, and in the manner indicated and in accordance with, "Exhibit B."

IN WITNESS THEREOF, the parties hereto have made and executed this Amendment No. 1 on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

Dated: _____

Dated: _____

R. Patrick Mathews
General Manager/CAO

Roy Santos
Authority General Counsel

ATTEST:

Erika J. Trujillo
Clerk of the Board

CONSULTANT:

ADMANOR, INC._____

Signature

Sandi Manor
Printed Name

Dated: _____

President
Title

Attachments:

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



PROVIDING SEAMLESS COMMUNICATION

We are practiced in the use of electronic proofing, communications and file transfers that are standard to our paperless procedures. We are available by phone, teleconference and in person as needed.

Resourcefulness is a virtue. AdManor prioritizes utilizing all resources efficiently and effectively. We will maximize the use of your existing communications and creative materials, while integrating innovation and fresh perspectives to new goals, challenges and messaging needs.

Communications are a vital part of the agency's ability to serve you and understand your evolving needs. We do not charge by the hour for regular communications so you are not inhibited from sharing openly with us. In fact, we have been providing monthly in-person consultations and bi-monthly phone consultations regularly without charge.

Scope of Work and Services

1.0 SCOPE OF WORK

1.1 – 1.2 Research & Development of Outreach Plan

AdManor, Inc. will work with the Marketing Committee and Diversion/Recycling group to update and implement your multi-media marketing plan. We will develop concepts and promotions that support strategic goals and provide the highest opportunities for waste reduction, resource diversion and recycling.

We will seek and study available data for an effective and integrated outreach plan that identifies target audiences and analyzes their motivations related to your desired outcomes, to create messages and strategies that increase community participation and behavior changes, and promote a positive public image for Salinas Valley Recycles. This includes but is not limited to your Market Research Survey, media research and ratings, cultural data, consumer (media audience) trends, current events in the Salinas Valley and solid waste industry, and our knowledge of other public agency campaigns to identify the most effective methods of media and public outreach, and audience attitudes toward waste reduction, recycling and solid waste services in the Salinas Valley.

Once resources, audiences and goals have been identified, we will develop an integrated media and communications plan to maximize all available resources (such as budget for media and campaign development, hauler relationships/outreach outlets, truck fleets for signage, social audiences, lists, community and business relationships, staff, Board members, scheduled events, etc.). It will outline the annual marketing strategies and tactics that may be implemented to achieve the marketing objectives delineated in adopted Strategic Goals, fulfillment of CalRecycle grant-funded programs, integrate principles of Community Based Social Marketing, and desired outcomes, actions and behaviors to utilize SVSWA services.

We will issue RFPs to media, evaluate the opportunities provided, and present recommendations to the decision-makers. Based on your feedback, we will negotiate

AdManor, Inc. Multi-Media Marketing Services

Printed on recycled post-consumer waste paper





final contracts with added value, build calendars/schedules, and proactively implement the adopted plan. We approach the annual plan as a dynamic document, adjusting to meet changes in the marketplace, SVSWA programs, changes initiated by SVSWA and its Board of Directors, and partner organization developments.

All work will be done contingent upon receiving explicit approval of messages, methods and expenditures from SVSWA (authorized decision-makers).

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

- Visits to the website www.SalinasValleyRecycles.org, and click-through activity to specific pages
- Direct responses to a specific call to action such as:
 - Recycle your tires
 - Recycle your Christmas/holiday tree
 - Bring us your HHW
 - Recycle e-waste, metal or other commodities
 - Sign a pledge
 - Redeem a coupon
 - Drop and swap
 - Sort and save
 - Recycle right (measured through contamination)
 - Visit our website
 - Download our app
 - Bring your recycling and disposal items to one of our three facilities
- Inquiries; phone calls, emails, web forms
- Participants in events or activities
- Impressions in media
- Tons, other measures (recycling diversion, self-haul, etc.)
- Reduced contamination in recycling and yard waste containers/loads
- Increased HHW drop off
- Increased (or decreased) traffic (car count) at facilities

AdManor will continue to build and reinforce a consistent and positive brand image of SVSWA for name recognition, locations and awareness about the services offered, while indicating how the organization benefits the communities it serves.

As SVSWA works toward development of a Community Based Social Marketing Campaign to introduce curbside food scrap collection, AdManor will assist with establishing the baseline and preliminaries for your pilot program.

1.3 Print Media

Print media may be utilized for publicizing articles, and advertising to inform and engage participation in SVSWA programs. Other types of print may include collateral such as flyers, brochures, signage and other tangible materials that support SVSWA's messaging needs.



AdManor will develop content and copy/themes, translate to Spanish, design and deliver to meet deadlines and goals. As needed, we will also develop print specifications and manage print production from conception to completion. Production may include acquisition of stock photos, staging for professional photography, graphic illustration, graphic design/layout, formatting and exporting for the proper deliverable(s).

1.4 Digital + Broadcast Media

AdManor will work with you to develop digital media content and strategies that engage audiences with SVSWA programs and messages. Digital media is particularly effective for targeting messages to specific audiences and identifying measure of interest for the messages. Digital may include email campaigns, targeted video, behavioral targeting, geographic targeting and more.

Traditional media such as radio, print and television often have digital extensions that may be combined as a media mix to help reach their respective audiences with consistent messaging. For example, TV has on-demand TV options (over-the-top OTT TV) and mobile apps; newspapers have online publications and e-news; radio offers online streaming and mobile apps.

Traditional broadcast TV and radio are still highly viable media, offering large audiences passive consumption and exposure to your messages. A combination of traditional and digital media can ensure your message is delivered to the greatest numbers of your audience.

We will create new content and utilize/adapt existing content when practical for all of your multi-media outreach needs; deliver to media according to the approved media plan and to meet all deadlines.

AdManor will develop content and copy/themes, translate to Spanish, design and deliver to meet deadlines and goals. Production may include acquisition of stock photos, staging of professional photography, graphic illustration, graphic design/layout, video production, audio production, formatting and exporting for the proper deliverable(s).

For higher quality and higher concept video production, we will develop concepts/copy, scripts in English/Spanish and shot lists; identify locations and pre-production needs such as equipment, props, crew and talent; schedule shoots and coordinate talent; identify and develop all graphic needs; record audio (voice over, on-camera, sound effects, music); and post-production editing. Stock footage may be utilized when practical and available.

Graphic animation approaches may be utilized in lieu of (or in addition to) live action video. Similar approach will be utilized, replacing a video shoot/crew and talent with illustrated scenes and stories.

For social media and lower concept video production, a modified approach will be utilized to meet the needs of the campaign and budget constraints.

Some digital media partners can provide rich-media animation as added value. To take advantage of those resources, AdManor provides content/assets and direction





to ensure a high-quality end result.

1.5 Press Releases

News stories published by news media can help deliver a more expansive message and information than many paid media options. There is an added implication of credibility and legitimacy that respected news outlets lend to your story, as well as being a cost-effective way to deliver complete who/what/where/why/how/when information to the news audience.

Proactively, AdManor can help you identify potential newsworthy stories and events, craft compelling news releases and schedule PR as an element of your outreach plan. We will utilize media relationships and free/earned media opportunities (community calendars, etc.) to educate the public, promote positive messages about recycling and waste reduction, and SVSWA's image in the community.

Reactively, we can respond to timely events and developments in the news as opportunities or needs arise, to ensure the SVSWA perspective is delivered along with information and news that helps the community.

Proactively or reactively, we will write Media Alerts, Press Releases, Calendar postings, Public Service Announcements (PSAs), etc. and create a timely newsworthy angle to appeal to editors, submit/pitch to the proper news media, and follow up as needed. Stories will be translated to Spanish and pitched to Spanish-language media.

1.6 Board Presentations

We will prepare and deliver compelling updates to your Board members and community to share the campaign efforts, impacts and outcomes.

When possible, we will compare current year to previous year information for consistent tracking and reporting of return on marketing investment.

1.7 Completion of Work July 2020-June 2021

Working with the Marketing Communications and Resource Recovery teams, we will set a campaign plan and calendar that works toward achieving the established goals, events and messaging requirements for the fiscal year.

We will develop an annual media plan to secure the best media rates and still remain flexible to adapt to SVSWA's evolving needs, as well as react and respond to the constantly changing circumstances in the COVID-19 pandemic environment.

The dynamic annual media and campaign calendar will serve as a snapshot of the work plan and ongoing implementation of the campaign plan, which we will review on a monthly basis and adjust as needed.

2.0 SCOPE OF SERVICES

2.1 Estimating

For each element of the outreach plan, we will provide a cost estimate to include project services and hours for each task required for completion.





A standard 2-3 revision and review cycles will be included in the estimated hours needed for completion, and accounted for in a project timeline designed to meet the goals and deadlines of the assignment.

2.2 Spanish Translation

All production projects will include Spanish translation and implementation unless otherwise indicated by SVSWA at the onset of the project.

Our approach is to finalize content (copy/message) in English before completing a translation. This helps to minimize the translation review/editing process and associated costs. If the project is for a timed item such as a 30-second radio or television production, the original content may be edited (shortened) for time, and/or adapted for terminology that will be consistent with the SVSWA intent in Spanish.

We provide a localized translation for review, which in turn is reviewed and edited by SVSWA bilingual staff. If needed, we confirm the edited content with the translator prior to implementing into final production. Finalizing the translation before implementing into the production minimizes multiple editing to streamline the timeline and costs.

2.3 Draft Review/Approval

AdManor is committed to your satisfaction. We will provide draft proofs of scripts, layouts, etc. and revise as needed until we meet your final approval.

2.4 Final Files

Upon achieving your final approval via written response, we will export the final format(s) for deliverables appropriate to the medium, and deliver a copy to SVSWA and the media or printer.

2.5 Project Requirements

AdManor is practiced at both creating and meeting project specifications. We welcome your provided content and will pay close attention to deliverable requirements. We are familiar with recycled content paper stocks. When applicable we encourage printing the recycled content statement and FSC certified emblem on projects to raise awareness of our clients' sustainable purchasing practices.



Authority Proposal Form and Fee Schedule

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

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

Optional Services:



Report to the Board of Directors

ITEM NO. 7

Finance and Administration Manager-
Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Legal Counsel

Date: May 21, 2020

From: Cesar Zuñiga, Assistant General
Manager/Operations Manager

Title: A Resolution Awarding the Purchase of One
New 2020 Ford F-550 Mechanics Truck to
Salinas Valley Ford Trucks for an Amount of
\$135,812.03

RECOMMENDATION

Staff recommends adoption of the resolution for the purchase of one new 2020 Ford F-550 Mechanic's Truck that will be assigned to Equipment Maintenance Technician.

STRATEGIC PLAN RELATIONSHIP

The purchase of the 2020 Ford F-550 Mechanics Truck supports Goal E: Reduce Costs and Improve Services at SVR Facilities. The vehicle will be used by the newly allocated Equipment Maintenance Technician to service the Authority's equipment onsite and reduce the cost and downtime associated with using outside vendors.

FISCAL IMPACT

There is sufficient funding within the Equipment Replacement Capital Improvement Project (CIP) Budget 9526 to cover the purchase.

DISCUSSION & ANALYSIS

The Authority assumed the operations of the Sun Street Transfer Station in 2008, Johnson Canyon Landfill in 2014 and Jolon Road Transfer Station in 2016. Overtime the Authority has established a large customer base that required expansion of the operations to efficiently serve our customers and run the operations. Since 2008 the maintenance and repair of our equipment has been completed by outside vendors and contractors. Minimizing equipment downtime is crucial to maintaining an efficient operation and serving our customer's needs.

The 2020/21 Fiscal Year Budget approved an allocation to add a Equipment Maintenance Technician to the staffing levels. The addition of a Equipment Maintenance Technician will reduce cost and downtime associated with contracted repairs and be self-funded with cost savings resulting from internal repairs. In order to hit the ground running, we must also secure the proper vehicle that will allow the Tech to make the proper repairs in the field.

Staff solicited quotes from vendors for a 2020 Ford F-550 Mechanics truck in April. Quotes were received from Salinas Valley Ford and Rush Ford located in Ceres, CA. The bids received are as follows:

Dealer	Loader Model	Cost
Salinas Valley Ford	2020 Ford F-550 4X4 Mechanics Truck	\$135,812.03
Rush Ford (Ceres, CA)	2019 Ford F-550 4X4 Mechanics Truck	\$131,531.91

Although Salinas Valley Ford was not the lowest bidder, Authority policy allows for preference to local bidders within 5% of the lowest bid. Salinas Valley Ford was 3.25% higher and staff recommends that we make the purchase from the local vendor.

BACKGROUND

On March 26, 2020 staff presented the budget which included an allocation for an Equipment Maintenance Technician. The budget was passed and adopted by the board. Recruitment for the Equipment Maintenance Technician will commence in May with a start date of July 1, 2020. In order to ensure efficiencies and be ready to assume some of the maintenance task staff needs to ensure all necessary equipment is available to the Equipment Maintenance Technician on July 1, 2020. The approval of the purchase will allow the purchase and delivery of the requested unit to be completed by the desired date.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Quotes

RESOLUTION NO. 2020 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
AWARDING THE PURCHASE OF ONE NEW 2020 FORD F-550 MECHANICS TRUCK TO SALINAS
VALLEY FORD TRUCKS FOR AN AMOUNT OF \$135,812.03.**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to purchase a new 2020 Ford F-550 Mechanics Truck for the landfill and transfer stations equipment maintenance, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 21st day of May 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 Trujillo, Clerk of the Board

Roy Santos, Authority General Counsel

Prepared for: Mr. Cesar Zuniga, Admin Asst II, Salinas Valley Solid Waste Authority
Salinas, CA 93901

2020 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 20



Client Proposal

Prepared by:
ALFONSO RAMOS
Office: 831-444-4434
Email: ALFONSO@SALINASVALLEYFORD.COM
Date: 04/24/2020



Prepared for: Mr. Cesar Zuniga

Admin Asst II, Salinas Valley Solid Waste Authority

Prepared by: ALFONSO RAMOS

04/24/2020



Salinas Valley Ford Trucks | 795 Elvee Dr Salinas CA | 93901

2020 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 20

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X5H	Base Vehicle Price (X5H)	\$46,330.00
Packages		
660A	Order Code 660A	N/C
Powertrain		
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,325.00
44G	Transmission: TorqShift 10-Speed Automatic	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
Wheels & Tires		
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK)	\$215.00
64Z	Wheels: 19.5" Argent Painted Steel	Included
51D	Spare Tire & Wheel Delete (Regional)	-\$85.00
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat	Included
Other Options		
PAINT	Monotone Paint Application	STD
192WB	192" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included
96V	XL Value Package	\$725.00
90L	Power Equipment Group	\$915.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Cesar Zuniga

Admin Asst II, Salinas Valley Solid Waste Authority

Prepared by: ALFONSO RAMOS

04/24/2020



Salinas Valley Ford Trucks | 795 Elvee Dr Salinas CA | 93901

2020 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 20

As Configured Vehicle (cont'd)

Code	Description	MSRP
473	Snow Plow Prep Package	\$250.00
535	High Capacity Trailer Tow Package	\$580.00
41H	Engine Block Heater	\$100.00
61J_	6-Ton Hydraulic Jack (Regional)	N/C
67B	397 Amp Alternators	Included
52B	Trailer Brake Controller	\$270.00
18B	Platform Running Boards	\$445.00
872	Rear View Camera & Prep Kit	\$415.00
41A	Rapid-Heat Supplemental Cab Heater	\$250.00

Fleet Options

525_	Steering Wheel-Mounted Cruise Control	Included
942	Daytime Running Lamps (DRL) (LPO)	\$45.00

Emissions

425	50-State Emissions System	STD
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Interior Colors

AS_01	Medium Earth Gray	N/C
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Primary Colors

Z1_01	Oxford White	N/C
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Upfit Options

6333	Knapheide KMT1	\$72,950.00
SUBTOTAL		\$134,245.00
Destination Charge		\$1,595.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Cesar Zuniga

Admin Asst II, Salinas Valley Solid Waste Authority
Prepared by: ALFONSO RAMOS
04/24/2020



Salinas Valley Ford Trucks | 795 Elvee Dr Salinas CA | 93901

2020 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 20

As Configured Vehicle (cont'd)

Code	Description	MSRP
TOTAL		\$135,840.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Cesar Zuniga

Admin Asst II, Salinas Valley Solid Waste Authority

Prepared by: ALFONSO RAMOS

04/24/2020

Salinas Valley Ford Trucks | 795 Elvee Dr Salinas CA | 93901

**2020 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)**

Price Level: 20

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$46,330.00
Options & Colors	\$14,965.00
Upfitting	\$72,950.00
Destination Charge	\$1,595.00
Subtotal	\$135,840.00

Pre-Tax Adjustments

Code	Description	
0927	Government and SVF Discount	-\$11,649.00
Subtotal		\$124,191.00

Sales Taxes

Code	Description	
2015	Sales Tax	\$11,495.53
Sales Tax Rate 9.25%		
Subtotal		\$135,686.53

Post-Tax Adjustments

Code	Description	
DOC FEE	DOC FEE	\$85.00
ELEC	ELECTRONIC FILING FEE	\$30.00
TIRE FEE	TIRE FEE	\$10.50

Total	\$135,812.03
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Customer Signature

Acceptance Date

Prepared for: Mr. Cesar Zuniga

Admin Asst II, Salinas Valley Solid Waste Authority

Prepared by: ALFONSO RAMOS

04/24/2020



Salinas Valley Ford Trucks | 795 Elvee Dr Salinas CA | 93901

2020 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 20

Major Equipment

(Based on selected options, shown at right)

Powerstroke 6.7L V-8 OHV w/diesel direct injection 330hp

TorqShift 10 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel
- * SecuriLock immobilizer
- * Message Center
- * Reclining front split-bench seats
- * Vinyl seats
- * Audio control on steering wheel
- * Rear axle capacity: 14706 lbs.
- * Rear spring rating: 15000 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.2"

Exterior: Oxford White

Interior: Medium Earth Gray

- * Brake assistance
- * LT 225/70R19.5 G BSW AT S-rated tires
- * Firm suspension
- * Tinted glass
- * Bluetooth streaming audio
- * Dual power remote heated mirrors
- * 19.5 x 6 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Side steps
- * Front axle capacity: 7000 lbs.
- * Front spring rating: 7000 lbs.
- * Frame section modulus: 17.2 cu.in.
- * Cab to axle: 84"
- * Engine retarder

Fuel Economy

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$46,330.00
Order Code 660A	N/C
Transmission: TorqShift 10-Speed Automatic	Included
Wheels: 19.5" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	STD
192" Wheelbase	STD
Radio: AM/FM Stereo w/MP3 Player	Included
50-State Emissions System	STD
SYNC Communications & Entertainment System	Included
Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,325.00
Dual 78-AH 750 CCA Batteries	Included
Tires: 225/70Rx19.5G BSW Traction (TGK)	\$215.00
Limited Slip w/4.88 Axle Ratio	\$360.00
GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
Rapid-Heat Supplemental Cab Heater	\$250.00
397 Amp Alternators	Included
Power Equipment Group	\$915.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Cesar Zuniga

Admin Asst II, Salinas Valley Solid Waste Authority

Prepared by: ALFONSO RAMOS

04/24/2020



Salinas Valley Ford Trucks | 795 Elvee Dr Salinas CA | 93901

2020 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 20

Major Equipment**City**

N/A

**Hwy**

N/A

As Configured Vehicle**MSRP**

Accessory Delay	Included
Advanced Security Pack	Included
Trailer Tow Mirrors w/Power Heated Glass	Included
MyKey	Included
Power Front & Rear Side Windows	Included
Power Locks	Included
Remote Keyless Entry	Included
Platform Running Boards	\$445.00
Engine Block Heater	\$100.00
Snow Plow Prep Package	\$250.00
Spare Tire & Wheel Delete (Regional)	-\$85.00
6-Ton Hydraulic Jack (Regional)	N/C
Trailer Brake Controller	\$270.00
High Capacity Trailer Tow Package	\$580.00
Rear View Camera & Prep Kit	\$415.00
Daytime Running Lamps (DRL) (LPO)	\$45.00
XL Value Package	\$725.00
XL Decor Group	Included
Chrome Front Bumper	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Cesar Zuniga

Admin Asst II, Salinas Valley Solid Waste Authority

Prepared by: ALFONSO RAMOS

04/24/2020



Salinas Valley Ford Trucks | 795 Elvee Dr Salinas CA | 93901

2020 F-550 Chassis 4x4 SD Super Cab 192" WB DRW XL (X5H)

Price Level: 20

<i>As Configured Vehicle</i>	MSRP
Steering Wheel-Mounted Cruise Control	Included
Oxford White	N/C
Medium Earth Gray	N/C
SUBTOTAL	\$61,295.00
Destination Charge	\$1,595.00
TOTAL	\$62,890.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Ceres CA
1720 Herndon Rd
Ceres, CA 95307-4421
209-541-3673

Customer Proposal Letter

SALINAS VALLEY SOLID WASTE AUTHORITY
128 SUN ST STE 101
SALINAS, CA 93901
(831) 775-3020

Thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Ford Model F-550 Year 2019 Stock Number 1000645
Additional Vehicle and Accessories Description _____ To be delivered on or about 5/15/2020

FLEET/GOVERNMENT PRICING FIN#OB805

EXEMPT PLATES

Quantity	1	Total
Truck Price per Unit	\$120,028.27	\$120,028.27
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$120,028.27	\$120,028.27
Optional Extended Warranty(ies)		
State Sales Tax	\$11,133.14	\$11,133.14
Documentary Fee	\$80.00	\$80.00
Electronic Filing	\$30.00	\$30.00
Administration Fee	\$250.00	\$250.00
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program	\$10.50	\$10.50
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$131,531.91	\$131,531.91
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative



Jeffrey Shipman

Purchaser

signature

printed name

signature

printed name

Accepted by Sales Manager or
General Manager

title

date

signature

printed name

Quote good until **5/24/2020**

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.



Report to the Board of Directors

ITEM NO. 8

Finance and Administration Manager-
Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Legal Counsel

Date: May 21, 2020

From: Cesar Zuñiga, Assistant General
Manager/Operations Manager

Title: A Resolution Authorizing the Purchase of One
Used Caterpillar D6T Waste Handler Dozer from
Marcel Equipment for an Amount of \$301,700

RECOMMENDATION

Staff recommends authorizing the purchase of one (1) used Caterpillar D6T Waste Handler Dozer for the Johnson Canyon Landfill operations from Marcel Equipment, for an amount of \$301,700, which includes sales tax, freight, and delivery to the Johnson Canyon Landfill.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support the Authority's Goal to Reduce Costs and Improve Services at the Johnson Canyon Landfill.

FISCAL IMPACT

Funding for this purchase is included in the 2019-2020 Fiscal Year Budget under the Capital Improvement Project (CIP) 9526 Johnson Canyon Landfill Equipment Replacement Fund.

DISCUSSION & ANALYSIS

The landfill currently has a D8T dozer which is used to push up and place the waste and a Caterpillar D6R dozer used for slope work and other tasks around the landfill. When the D8T is down for service or repair the D6R is used to push and place waste. However, the current D6R is not set up for use within the waste, which can result in costly repairs should an issue develop. This unit is designed and used primarily for earthwork projects and not waste operations.

Currently the landfill is running multiple unloading areas as we prepare the new module for fulltime waste placement. In order to run multiple unloading areas, staff has rented a D6 dozer to assist and allow us to continue an effective operation. The Caterpillar D8T Dozer is one of the most critical pieces of equipment for a landfill operation and having a D6T Waste Handler dozer will ensure that the facility has a second unit that can pick up the load when needed. The estimated cost of a new Caterpillar D6T Dozer is \$525,000. The purchase of the recommended used Caterpillar D6T Waste Handler dozer at a cost of \$301,700 will result in a savings of \$223,300 compared to purchasing a new D6T Waste Handler.

A total of three quotes were also received for a used Caterpillar D6T dozers / waste handler, one quote was from Quinn Caterpillar and two quotes Marcell Equipment. The quotes received are listed below:

Dealer	Model / Year	Hours	Waste Handler Y/N	Cost w/taxes & shipping
Quinn Caterpillar	2017 Caterpillar D6T	1,894	No	\$328,950
Marcell Equipment	2016 Caterpillar D6T	5,315	Yes	\$301,700
Marcel Equipment	2015 Caterpillar D6T	4,474	Yes	\$304,933

The proposed D6T Waste Handler dozer unit is a model year 2016 with 5,315 working hours, which is equivalent to 2.5 year of use. The D6T Waste Handler will be used to both push and place waste within the landfill cell and also complete finish work on slopes and landfill cells.

BACKGROUND

On February 20, 2014, the Board of Directors authorized staff to proceed with taking over the Johnson Canyon Landfill Operations. The Authority's in-house proposal was \$476,804 below the lowest private proposal received. On March 20, 2014, the Board of Directors approved the Johnson Canyon Operations Implementation Plan, which included the purchase of both new and used equipment for the Johnson Canyon Landfill.

As part of the Johnson Canyon Implementation Plan approved by the Board in March 2014, staff was authorized to establish an equipment replacement fund to be used to replace or purchase equipment required to operate an efficient operation. Staff has operated an efficient landfill operation since December 2014.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Marcel Equipment Quote

RESOLUTION NO. 2020 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AWARDING THE PURCHASE OF ONE USED CATERPILLAR D6T WASTE HANDLER DOZER TO MARCEL EQUIPMENT FOR AN AMOUNT OF \$301,700.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to purchase a used Caterpillar D6T Waste Handler dozer for the Johnson Canyon Landfill, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its meeting duly held on the 21st day of May 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 Trujillo, Clerk of the Board

Roy Santos, Authority General Counsel

CAT D6T XL WASTE HANDLER CRAWLER TRACTOR (2016) - Unit #D5368

Machine Hours: 5315 - ECM Idle Hours: 2440

Caterpillar Premier Warranty till March 2021 or 7500 Hours, whichever occurs first.



Price Breakdown:

Machine Price:	\$272,000 US
Delivery:	\$ 8,000 USD
Subtotal:	\$280,000 USD
Taxes 7.75%:	\$ 21,700 USD**
Total:	\$301,700 USD

MS ripper added: \$no charge
Cab filtration: \$ no charge

(**taxes to be paid by buyer
directly as we cannot charge out of
country tax on our invoice)

- Caterpillar C9.3 ACERT Engine
- Powershift Transmission
- Cab (ROPS) with Air Conditioning
- Differential Steer
- Waste Handling Arrangement
- Pressurized Cab Filtration
- 22" SBG Pads
- Final Drive Seal Guards
- Heavy Duty Bottom Guards
- CAT SU Blade with Trash Rack
- Automatic Reversing Fan
- Rearview Camera
- Full Window Protection Screen
- Fuel Tank Guards
- High Speed Oil Change
- Ripper - Multishank
- Front Pull Hook
- Flood Light Arrangement
- Fire Suppression
- Lights, Wipers, Heater
- AM/FM Radio, Amber Safety Light
- Rated at 210 Net HP.
- Approximately 53,000 LBS

- Machine was stripped and washed
- Local Cat dealer has completed the following;
 - TA1 inspection of machine
 - Performed performance checks- boost, fuel pressure, hydraulic pressures, transmission pressures
 - Changed all filters and cut open all filters to inspect for contaminants
 - Serviced emissions system
 - Inspected magnetic plugs/screens
 - Checked oil levels and inspected
 - Updated ECM flashfiles
 - Checked for applicable service letters
 - Any repairs covered by warranty will be completed by Cat dealer.
- Machine will come back to our shop to go through our inspection and repair process.
- Once that is done, any required cosmetic and welding repairs will be completed to it.
- Machine will then be sandblasted and painted.



Custom Track Service Percent Worn

TOROMONT CAT (N020)

MARCEL EQUIPMENT LIMITED

Prepared By: Shawn Parsons

Model	D6TXL	Job Site	Marcel	Inspection Date	11-Feb-2020
Manufacturer	Caterpillar		<u>Left</u> <u>Right</u>	Next Inspection Date	--
Serial Number	KMR00538	Track Sag (45.7 mm - 66.0 mm)	-- --	Next Inspection Hours	--
Reference Number	--	Frame Ext (max 147.3 mm)	100 mm 100 mm	<u>Underfoot Conditions</u>	
Hour Meter Reading	5,310	Dry Joints	-- --	Impact	Moderate
Hours Per Week	--	Internal Wear	-- --	Abrasion	Moderate
<u>Total Odometer Reading</u>	--		-- --	Moisture	Moderate
Forward Odometer	--	Track Shoe Width	560 mm 560 mm	Packing	Moderate
Reverse Odometer	--			Bushing Allowable Wear	Greater
				Link Allowable Wear	Greater

Position	Part Number		Status		Date Installed		SMU Installed		Hours on Wear Surface		Measurement (mm)		Percent Worn	
	Left	Right	Left	Right	Left	Right	Left	Right	Left	Right	Left	Right	Left	Right
Track Link														
	3788241	3788241	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	35 (U)	34.9 (U)	62%	64%
Track Bushing														
	8E7222	8E7222	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	9.1 (U)	8.9 (U)	58%	60%
Track Shoe														
	6Y6286	6Y6286	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	71.8 (U)	71.6 (U)	18%	18%
Idlers														
Front	2024304	2024304	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	32 (D)	32 (D)	56%	56%
Rear	2024304	2024304	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	30 (D)	31 (D)	48%	52%
Carrier Roller														
Front	2355974	2355974	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	190 (C)	190 (C)	36%	36%
Track Roller														
Front	S 2880934	2880934	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	39.2 (U)	39.1 (U)	51%	51%
2	S 2880935	2880935	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	39.4 (U)	39.4 (U)	49%	49%
3	S 2880934	2880934	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	39.2 (U)	39.6 (U)	51%	48%
5	S 2880934	2880934	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	39 (U)	39.1 (U)	51%	51%
6	S 2880935	2880935	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	38.9 (U)	38.2 (U)	52%	57%
7	S 2880934	2880934	Original	Original	11Feb20	11Feb20	1	1	5309.00	5309.00	38.7 (U)	38.4 (U)	54%	55%

(U) Ultrasonic | (C) Caliper | (D) Depth Gauge | (T) Tape

General Recommendations

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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: May 21, 2020

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Approving the Bid Award to Sacramento Drilling Inc. for the Johnson Canyon Landfill Gas Well Drilling Services in the Amount of \$73,300.00

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the goal to Reduce Costs and Improve Services at SVR Facilities. While the actual drilling of the landfill gas wells is being contracted, the accompanying construction of the well and collection system will be performed by SVR staff in order to be fiscally prudent and control costs.

FISCAL IMPACT

The landfill gas well drilling contract will be funded by the existing Capital Improvement Projects account 9501.

DISCUSSION & ANALYSIS

As waste is placed in the landfill, the garbage goes through a decomposition process that generates landfill gas which comprised of multiple compounds including methane. Regulations dictate the methane gas has to be contained within the landfill property which is done so with the landfill gas collection system and associated flare station and power generation plant. Periodically, additional landfill gas collection wells need to be constructed or replaced to capture the excess landfill gas generated as the amount of waste buried increases.

On April 24, 2020, staff solicited bids for the landfill gas well drilling project, which requires an estimated 1,980 linear feet of boring into the landfill. Bids were due May 8, 2020. A total of two bids were received. The selection of the vendor was based on lowest qualified and responsive bid.

The bids were opened on May 8, 2020 with the following results:

Bidder	Total Cost
Sacramento Drilling, Inc.	\$73,300
APTIM	\$95,125

BACKGROUND

As with all municipal solid waste landfill, Johnson Canyon Landfill generates landfill gas as part of the waste decomposition process. Landfill gas wells are periodically constructed and/or replaced in order to provide the needed infrastructure to comply with State and Federal mandates.

ATTACHMENTS

1. Resolution
2. Construction Contract

RESOLUTION NO. 2020 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING THE BID AWARD TO SACRAMENTO DRILLING INC. FOR THE JOHNSON CANYON
LANDFILL GAS WELL DRILLING PROJECT IN THE AMOUNT OF \$73,300.**

**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 enter into an agreement for the
Johnson Canyon Landfill Gas Well Drilling services in the amount of \$73,300, as attached
hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste
Authority at its meeting duly held on the 21st day of May 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 Santos, Authority General Counsel

SALINAS VALLEY SOLID WASTE AUTHORITY

CONSTRUCTION CONTRACT

This agreement is entered into on 5/7/2020, between the Salinas Valley Solid Waste Authority ("Authority") and SACRAMENTO DRAINING ("Contractor"), a corporation, located at SACRAMENTO CA. for the performance of certain work to be done by Contractor as set forth below.

THE AUTHORITY AND THE CONTRACTOR DO HEREBY AGREE AS FOLLOWS:

1. WORK TO BE PERFORMED AND PERMITS

The Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work under this Agreement (hereinafter "Work"). Contractor shall obtain and pay for any and all licenses, permits, and OSHA permits, if required and necessary to undertake and complete the Work.

The Work shall be completed in a good and workmanlike manner to the satisfaction of Authority and in strict accordance with the Contract document as noted below.

2. CONTRACT DOCUMENTS

It is expressly understood and agreed that this Contract consists of the following documents, all of which are incorporated into this agreement and made a part hereof as fully and completely as if set forth herein verbatim, to wit:

- A. Notice of Inviting Sealed Proposals;
- B. Information to Bidders and any Addenda thereto;
- C. Signed and executed Standard Bid Forms (A-O), as accepted by the Authority;
- D. Plans and Specifications;
- E. State of California, Department of Transportation, Standard Specifications and Standard Plans, May 2015 Edition;
- F. And this Agreement.

3. COMPLETION DATE AND DAMAGES

Time is of the essence in this Agreement. Attention is directed to the provisions in Sections 8-1.03, "Beginning of Work," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 20 calendar days after the Contract has been approved by the Authority Engineer authorized to represent the Authority. The work shall be **diligently** pursued to completion before the expiration of 20 **working days** beginning with the date of the Notice to Proceed letter. Failure to complete the Work to the satisfaction of Authority by said date shall entitle Authority at its option to sue for damages or retain and collect liquidated damages in the amount of \$ **per day** for each calendar day thereafter.

Contractor shall be entitled to extensions of time, however, for delays caused by unusual and unforeseeable events beyond the control of Contractor or for delays caused by the negligent act or omission of Authority, and Authority shall not be entitled to liquidated damages for those delays but shall nonetheless be entitled to damages for each and every other day of delay.

If Contractor is entitled to additional time to complete the Work under this provision, Contractor shall not be entitled extra payment for damages caused by such delays, unless caused by the negligent act or omission of Authority.

4. CONTRACT SUM

For completion of all Work to the satisfaction of the Authority, the Authority shall pay Contractor the sum of \$_____. The Contract sum includes base bid, unit prices, and additive alternatives if any.

5. PAYMENT

Monthly progress payments shall be paid to Contractor by the 22nd of the month for written requests submitted by the first day of the same month. Authority shall, however, retain 10% of the amount owing under each request, which retainage shall be included in the final payment owed Contractor. Whereas material suppliers and workers may file a claim or lien for nonpayment of monies owed them, up to 30 days after recording a Notice of Completion, final payment shall not be made to Contractor until 35 days after the Authority records a Notice of Completion. There shall be no interest owed for such retainage. However, Authority may pay Contractor before the expiration of said 35 days if Contractor provides Authority with satisfactory assurances that materials suppliers and workers have been paid in full.

In accordance with Section 22300 of the Public Contracts Code, if the Contractor so requests, Authority shall pay to Contractor any monies withheld, if acceptable securities are deposited with the Authority or a state or federally chartered bank as escrow agent, equivalent to the amount being withheld.

6. SITE CONDITIONS

Contractor warrants that she/he has made an independent investigation of the job site, including soil conditions at the job site, and other conditions that might affect the progress of the Work, and has satisfied himself/herself as to those conditions, and agrees that he/she shall not be entitled to additional compensation for work required to overcome unanticipated site conditions. Any information furnished by Authority regarding conditions is for the convenience of Contractor only, and Authority does not warrant the accuracy of such conditions.

7. CHANGES IN THE WORK

The Authority may alter, add, or delete work without penalty, if the Authority determines such changes are reasonably necessary to complete the whole of the work. Such additions or deletions shall be affected by written change orders approved by the Authority's Board of Directors, provided however that the Authority's Chief Administrative Officer may approve written change orders up to \$50,000.00 in the aggregate without Board approval. All change orders shall be signed by both parties and will describe the change, the price adjustment, and adjustment in time allowed for completion of the Work.

Except as expressly provided in this paragraph, no officer, employee or agent of the Authority is authorized to bind the Authority to any change order or other order for extra work, absent prior express approval for such claimed item of extra work by the Authority Board. Contractor shall not perform any work that Contractor claims is outside the scope of work described in the Contract Documents without prior written authorization from the Authority, and if Contractor violates this provision, Contractor shall not be entitled to any compensation for such extra work. All change orders must be approved in writing in advance by the Authority's Board of Directors, however, the Authority's Chief Administrative Officer may approve change orders without Board approval as set forth above. The price adjustment for the addition or deletion of work shall be based, where applicable, on the unit prices provided by the Contractor in the Contractor's bid.

8. WARRANTIES

The Contractor agrees to immediately repair and replace all defective material and workmanship discovered within one (1) year after acceptance of final payment by Contractor, and to indemnify said Authority against all loss and damages occasioned by any such defect discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Provided, however, that if such failure of the Contractor to perform should not, by reasonable diligence, be discoverable or discovered within said one (1) year, then the obligation of the Contractor to repair and replace said defective material or workmanship shall continue until one (1) year after the actual discovery thereof.

9. INDEMNITY AND INSURANCE

Workers' Compensation Insurance - By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Contract.

Indemnification - To the fullest extent permitted by law, 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, however caused, regardless of any negligence of the Authority or its directors, officers, employees, or authorized volunteers, except the sole 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), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the

Contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Authority or the Authority's directors, officers, employees, or authorized volunteers.

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.

Contractor shall reimburse the Authority or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Authority, or its directors, officers, employees or authorized volunteers.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the Authority) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The Authority, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

The coverage shall contain no special limitations on the scope of protection afforded to the Authority, its directors, officers, employees, or authorized volunteers.

2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the Authority, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the Authority, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the Authority.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under Contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the Authority.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the Authority. At the option of the Authority, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of a minimum financial strength rating 'A' and a minimum financial size category rating 'VII' or equivalent or as otherwise approved by the Authority.

Workers' Compensation and Employer's Liability Insurance - The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease. **Responsibility for Work** - Until the completion and final acceptance by the Authority of all the work under and implied by this Agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore, and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any

nature whatsoever.

The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the Authority. Such insurance shall include explosion, collapse, underground excavation, and removal of lateral support. The Authority shall be a named insured on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Authority or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the Authority.

The insurer shall waive all rights of subrogation against the Authority, its directors, officers, employees, or authorized volunteers.

Evidences of Insurance - Prior to execution of the Contract, the Contractor shall file with the Authority a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include **Required Provisions 1-5**.

The Contractor shall, upon demand of the Authority, deliver to the Authority such policy or policies of insurance and the receipts for payment of premiums thereon.

Sub-Contractors - In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

10. BONDS

Contractor shall provide a public works payment bond in the amount of 100% of the Contract sum (Civil Code 3247 and 3248 require a payment bond of at least 100% of the Contract sum for public works contracts in excess of \$25,000.00). Contractor shall provide satisfactory evidence to Authority that such bond has been procured prior to Authority's execution of this Agreement.

11. CONTRACTOR'S LICENSE

Contractor certifies that he possesses a valid California Contractor's License, Class A, which qualifies him to do the Work under this Agreement.

12. SUBCONTRACTORS

Contractor certifies that the name of all subcontractors, if any, to be hired by Contractor are listed on the attached form entitled "List of Subcontractors", and will abide by the terms set forth therein, which terms are hereby incorporated by reference.

13. PERFORMANCE

Contractor agrees to promptly begin work in accordance with the terms of this Agreement.

14. ASSIGNMENT

Neither this agreement nor any of the Contractor's rights under it shall be transferable or assignable without the express written consent of the Authority, but in the event of any assignment, all terms, conditions, and obligations herein shall be binding upon the assignee.

15. DISPUTE RESOLUTION

A. MEDIATION

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

B. ARBITRATION

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

clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

Any claims for relief against the Authority shall be subject to the claims requirements of Government Code Section 905 *et seq.* and the Authority's Ordinance Code Article 3.04 and must be submitted to arbitration within the applicable statutes of limitations governing civil actions 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.

16. WAIVER OF RIGHTS

Any waiver, at any time, by either party hereto, of its rights with respect to a default or any other matter pertaining to this Agreement shall not be deemed a waiver with respect to any other default or matter. None of the covenants or agreements herein contained can be waived except by written consent of the waiving party.

17. NOTICES

All notices and demands required under this Agreement shall be deemed given by one party when delivered personally to the principal office of the other party; when FAXED to the other party; or five (5) days following mailing by US Postal service, first class postage prepaid, addressed to the other party as follows:

To AUTHORITY:

BY MAIL:

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

HAND DELIVERY:

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

To CONTRACTOR: JOE FERLA C/O
SACRAMENTO DRILLING, INC.
1143 BLUMENFELD RD
SACRAMENTO, CA 95815

The address to which notice may be sent may be changed by written notification of each party to the other as above provided.

18. SEVERABILITY

If any portion or provision of this Agreement is found to be contrary to law or policy of the law or unenforceable in a court of competent jurisdiction, then the portion so found shall be null and void, but all other portions of the Agreement shall remain in full force and effect.

19. PARAGRAPH HEADINGS

Paragraph headings are for convenience only and are not to be construed as limiting or amplifying the terms of this Agreement in any way.

20. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the assigns or successors to this Agreement in the same manner as the original parties hereto.

21. INTEGRATED AGREEMENT

This Agreement integrates and supersedes all prior and contemporaneous Agreements and understandings concerning the subject matter herein. This Agreement may be changed only by written amendment approved by all the parties' signature hereto.

22. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is deemed the party that prepared the Agreement within the meaning of Civil Code Section 1654.

23. ATTORNEY'S FEES

In the event of arbitration or litigation proceedings to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, including the costs and fees of experts engaged for the proceedings, in addition to any other relief granted. A party who incurs fees or costs in enforcing a judgment or arbitration award on this Agreement shall be entitled to collect such fees and costs from the party against whom the judgment is entered, including all fees and costs for post-judgment or post-award collection activities. The parties hereto waive the benefits of the Code of Civil Procedure Section 685.080. The parties specifically intend and agree that this provision shall survive any judgment on this Agreement and shall not be extinguished by merger with the judgment or arbitration award. The phrase "prevailing party" shall include a party who receives substantially the relief desired, whether by settlement, dismissal, summary judgment, or otherwise.

24. EXHIBITS

All exhibits referred to in this Agreement and attached to this Agreement are incorporated in this Agreement by reference.

25. COUNTERPARTS

This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original document.

26. PUBLIC CONTRACT PROVISIONS

The Contractor is responsible for his own compliance, and is responsible for all subcontractors' compliance, with all applicable sections of the California Labor Code regarding the payment of wages, the

employment of apprentices, and hours of work, all as set forth in Section 1170 through Section 1815 of that Code. Those requirements are set forth below. The term "Contractor" shall hereafter refer to the Prime or General Contractor, with whom the Authority has contracted pursuant to this Agreement. The term subcontractor refers to those persons contracted with by the Contractor for the purpose of performing this Contract.

27. PAYMENT OF PREVAILING WAGES

- A. Pursuant to Sections 1774 and 1775 of the Labor Code, unless the Contract price is under \$1,000.00, the Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, including holiday and overtime pay, to all workmen employed in the execution of this Contract. Failure to so comply will result in a fine of \$25.00 per day per violation, and the obligation to compensate each such employee the difference between the wage actually paid and the prevailing wage applicable to that employee's craft.
- B. Pursuant to Section 1773.2 of the California Labor Code, the Salinas Valley Solid Waste Authority has on file at its principal office, located at 128 Sun Street Ste. 101, Salinas, California 93901, copies of the prevailing rate of per diem wages for each craft, and classification or type of workman needed to execute the Contract, and a copy shall be available to any interested party upon request.
- C. The Contractor shall obtain and post copies of the prevailing per diem wage rates at the job site during the term of this project.
- D. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid each workman employed by him in connection with the public work. A certified copy of those records shall be made available upon request as required by Section 1776, to those persons listed in Section 1776, and on the conditions set forth therein. Failure to comply with these provisions shall result in a penalty of \$25.00 per calendar day as set forth in subsection (E).
- E. Unless the Contract amount is under \$30,000 or will be completed in less than twenty (20) days (or if this Contract involves a specialty Contractor under \$2,000 or less than five (5) days) the Contractor shall comply with Section 1777.5 regarding the employment of registered apprentices upon public works by hiring, and by requiring that all subcontractors hire apprentices at the wage rate and ratio required, if at all, and by requiring the contribution of funds to appreciable crafts or trades as applicable under Section 1777.5.

28. HOURS OF LABOR

Pursuant to Sections 1810 through 1815 of the Labor Code, eight hours of labor constitutes a legal day's work, and work performed by employees of the Contractor or any subcontractor in excess of eight (8) hours per day, and forty (40) hours in any one (1) week, shall be compensated at not less than one and one-half (1-1/2) times their basic rate of pay. Violation of this condition shall result in a penalty as required by the Labor Code and no less than \$25.00 per day per workman so underpaid.

29. SAFETY

The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable). Safety precautions as applicable shall include, but shall not be limited to, adequate life protection, and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks; confined space procedures; trenching and shoring; fall protection; and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

The Contractor shall be responsible for the safeguarding of all utilities. At least two (2) working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the Authority and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to the Authority specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five (5) feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the Authority prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the Authority before work begins.

The names and telephone numbers of at least two (2) medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed.

30. COMPLIANCE WITH AIR AND WATER ACTS

This Contract is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 32, as amended from time to time.

In compliance with the said regulations, the Contractor shall cause or require to be inserted in full in all Contracts and subcontracts with respect to any non-exempt transaction there under funded with assistance provided under this agreement, the following requirements:

1. A stipulation by the Contractor or sub-contractor that any facility to be utilized in the performance of any non-exempt Contract or sub-contract is not listed on the 15.20 nonprocurement list issued by the General Services Administration (GSA) pursuant to 48 CFR Part 9 Subpart 9.4, unless the EPA has granted an exception under 40 CFR Section 32.215.
2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 7413) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the GSA's non-procurement list.
4. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraphs (1) through (4) of this section in every non-exempt sub-contract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility, which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act (42 U.S.C. 1413(c)(1)) or Section 309(c) of the Federal Water Pollution Control Act (33 U.S.C. 1319(c)).

31. EXCAVATIONS DEEPER THAN FOUR FEET INVOLVING HAZARDOUS WASTES OR MATERIALLY DIFFERENT SITE CONDITIONS (Public Contract Code 7104)

If the Contract involves digging trenches or other excavations that extend deeper than four feet below the surface:

- A. The Contractor shall promptly, and before any of the following conditions are disturbed, notify the Authority, in writing, of any:
 1. Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 2. Subsurface or latent physical conditions at the site differing from those indicated;
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

- B. The Authority shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, it shall issue a change order under the procedures described in the Agreement.
- C. In the event that a dispute arises between the Authority and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided either by Contract or by law, which pertains to the resolution of disputes and protests between the contracting parties.

32. TRENCH EXCAVATION: APPROVAL OF PLAN FOR PROTECTION FROM CAVING (Labor Code 6705)

If the Contract involves an estimated expenditure of more than \$25,000, for the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit, for acceptance and approval by the Authority or its designated engineer, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provision to be made for worker protection from the hazard of caving ground during such excavation, all in accordance with Labor Code Section 6705.

33. UNIDENTIFIED UTILITIES - COSTS (Government Code 4215)

The Authority shall be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the construction site, if such utilities are not identified in the plans and specifications for the work. The Contractor shall be compensated for his actual costs of locating, repairing damage not due to his failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. If the Contractor discovers utility facilities not identified in the Contract plans or specifications, he shall immediately notify the Authority and the utility in writing. The Contractor shall not be assessed liquidated damages for delay if caused by the failure of the Authority or the owner of the utility to provide for removal or relocation of such utility facilities. The Authority shall provide a layout of all main lines and existing service laterals. The Contractor shall exercise due care in verifying the locations provided by the Authority and shall notify the Authority of site conditions that differ from those indicated.

35. ASSIGNMENT OF ANTITRUST/UNFAIR BUSINESS PRACTICE CLAIMS (Public Contract Code 7103)

Pursuant to Public Contract Code Section 7103, Contractor and any subcontractors supplying goods, services or materials under this Contract agree to assign Authority all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Contract or the subcontract.

IN WITNESS WHEREOF, the Salinas Valley Solid Waste Authority has caused this instrument to be executed by its Chief Administrative Officer and Contractor has caused this instrument to be executed, the day and year noted above.

SALINAS VALLEY SOLID WASTE AUTHORITY
A Joint Powers Authority

Signed: _____
Chief Administrative Officer

Date: _____

Name (printed): _____

Dated: _____

CONTRACTOR

Signed: Jon Ferra _____
Contractor

Date: 5/7/2020

Name (printed): Jon Ferra _____

Signed: Jon Ferra _____

Name (printed): Jon Ferra _____

NOTE: Signature(s) of those entities signing for Contractor must be notarized – Attach Notarization



ATTACHMENT A COVER SHEET

DATE: 5/8/2020

ATTN: SVSWA

FROM: JON FERLA

SUBJECT: JOHNSON CANYON LANDFILL, GONZALES, CA.

NUMBER OF PAGES INCLUDING COVER: 5

OFFICE: 916-638-1766 X 203

FAX: 916-638-3725

CELL: 916-439-2105

E-MAIL: JON@SACDRILL.COM

COMMENTS:

ANY QUESTIONS PLEASE CALL OR EMAIL.

THANK YOU,

JON FERLA

**ATTACHMENT A PROPOSAL**

DATE: 5/8/2020

ATTN: ESTIMATING

PROJECT: JOHNSON CANYON LANDFILL, GONZALES, CA.

WE PROPOSE TO DRILL SHAFTS AS DESCRIBED BELOW, FOR THE SUM OF **\$73,300.00** SUBJECT TO TERMS AND CONDITIONS ATTACHED HERETO AND MADE A PART HEREOF. THIS PRICING IS BASED ON THE EXECUTION OF THIS PROPOSAL.

BID BASED ON 14 to 20 - 8 HOUR DAYS DRILLING MAXIMUM. REFUSAL CONSISTS OF NOT BEING ABLE TO DRILL 5 FEET IN A 15 MINUTE PERIOD. THIS IS A ONE TIME ONLY ATTEMPT PER SHAFT. IF THIS IS NOT POSSIBLE THE SHAFT IS TO BE ABANDONED AND SDI TO BE PAID FOR THE TOTAL FOOTAGE DRILLED AND DRILL TEETH USED IN THE ABANDONED SHAFT. DRILLING REFUSAL WILL BE CHARGED AT \$35.00 PER FT.

INCLUDED:

1. ONE MOBILIZATION/DEMObILIZATION OF EQUIPMENT & CREW.
2. MACHINE DRILL **31 SHAFTS**, 36" DIAM. X 37' TO 110' DEEP. **(DRILLING WILL BE IN LANDFILL TRASH)**

REMOBILIZATIONS:

1. IF REQUIRED, ADDITIONAL MOBILIZATIONS/ DEMOBILIZATIONS FOR DRILL RIG AND DRILL CREW WILL BE CHARGED AT **\$4,000.00** EACH.

SPECIFIC EXCLUSIONS:

1. FORMING PIERS, PILES OR SHAFTS ABOVE GROUND.
2. TRIMMING, CHIPPING, REMOVAL OR REPAIR OF MATERIAL ABOVE OR BELOW PILE CUTOFF OR CONSTRUCTION JOINT ELEVATION.
3. **THE ATTACHED PROPOSAL IS BASED ON DRILLING WITH STANDARD EARTH AUGERS IN SOIL FREE OF ROCK, WATER, CAVING OR MAN-MADE OBSTRUCTIONS OR OTHER CONDITIONS THAT MIGHT IMPEDE THE "NORMAL" DRILLING PROCESS. DRILLING REQUIRING USE OF ROCK AUGERS, CORING TOOLS, DRILLING FLUIDS, CASING OR OTHER SPECIALIZED TOOLS, EQUIPMENT OR PROCEDURES WILL BE CHARGED FOR AT THE DELAY AND OBSTRUCTION RATE OF AN ADDITIONAL \$450.00 PER HOUR. REQUIRED DELAY AND OBSTRUCTION MATERIALS AND/OR RENTAL EQUIPMENT WILL BE CHARGED FOR IN ADDITION TO AND SEPARATELY FROM THE BASE BID PRICE AND THE HOURLY DELAY AND OBSTRUCTION CHARGES. (DRILLING WILL BE IN LANDFILL TRASH)**
4. HANDLING AND/OR REMOVAL OF CONTAMINATED MATERIALS OR SUBSTANCES.
5. FURNISHING, INSTALLING OR GROUTING OF PVC OR STEELWELL PIPE, **(SDI WILL ASSIST PLACING ONLY IF REQUIRED)**
6. COST OR DELAYS ASSOCIATED WITH TESTING OF ANY KIND.
7. SETTLEMENT, VIBRATION, SOUND AND OTHER MONITORING.
8. ALL REQUIRED LICENSES, PERMITS, BONDS AND INSPECTIONS.

SPECIFIC CONDITIONS TO BE SUPPLIED BY OTHERS:

1. CONTINUOUS HANDLING, STOCKPILING AND/OR REMOVAL OF SPOILS, CONCRETE WASTE, LANDFILL TRASH INCLUDING WATER/DRILL FLUID/ETC.
2. GENERAL CONTRACTOR TO PROVIDE AND MAINTAIN SAFE, DRY, ALL-WEATHER AND REASONABLE ACCESS THAT IS ACCEPTED AND APPROVED BY SDI'S SUPERINTENDENT FOR INGRESS AND EGRESS OF TRACK OR RUBBER MOUNTED DRILL RIG (12' WIDE, 25' LONG, 60' TALL, 5' REACH), CREW MEMBERS, SUBCONTRACTORS AND SUPPLIERS TO SHAFT LOCATIONS INCLUDING SWING RADIUS AND FOR SUPPORT EQUIPMENT INCLUDING BUT NOT LIMITED TO CRANES, MATERIAL TRUCKS, CONCRETE TRUCKS AND PUMPS.
3. ALL FIELD ENGINEERING AND LAYOUT, INCLUDING SHAFT LOCATIONS AND ELEVATIONS, SHALL BE ESTABLISHED PRIOR TO AND MAINTAINED DURING DRILLING OPERATIONS BY OTHERS.
4. STORM WATER POLLUTION PREVENTION PLANS, LABOR, MATERIALS OR MEASURES.
5. **TRENCH PLATE IF REQUIRED TO BE SUPPLIED BY OTHERS.**
6. CONCRETE, SLURRY AND/OR GROUT WASHOUT, CLEANOUT AND DISPOSALS.
7. USA # TO BE OBTAINED AND KEPT CURRENT BY OTHERS. SDI WILL CALL-IN OWN USA TICKET #.
8. ALL POTHOLING / EXPOSING / RELOCATING OF UNDERGROUND OR OVERHEAD UTILITIES TO BE PROVIDED BY OTHERS.
9. PROTECTION OF ANY AND ALL DAMAGE TO INCLUDE, BUT NOT LIMITED TO, BUILDINGS, UTILITIES, STREETS, ROADS, SIDEWALKS, WALKWAYS, CURBS, GUTTERS, AND ALL CONCRETE, ASPHALT, PAVED AND GRASS SURFACES.
10. FURNISHING, FABRICATING OR INSTALLING REINFORCING STEEL OR CONCRETE INCLUDING BRACING OR FORMING.

GENERAL CONDITIONS:

UNLESS SPECIFICALLY INCLUDED, MODIFIED OR AMENDED ON PAGE ONE OF THE ATTACHED PROPOSAL, SACRAMENTO DRILLING, INC. (HEREINAFTER REFERRED TO AS SDI) PROPOSES TO PROVIDE LABOR, EQUIPMENT AND/OR MATERIALS TO PERFORM WORK AS DESCRIBED THEREIN, SUBJECT TO THE FOLLOWING CONDITIONS:

1. SHAFTS NOT COMPLETELY FILLED WITH CONCRETE ARE TO BE PROTECTED AND COVERED BY OTHERS SO AS TO INSURE AGAINST ACCIDENT OR INJURY.
2. PROPOSAL IS BASED ON CURRENT LABOR, MATERIAL AND EQUIPMENT COST. ANY INCREASES IN COST SHALL BE BY OTHERS.
3. THE ATTACHED PROPOSAL IS BASED ON PERFORMING THE WORK WITH A MUTUALLY AGREED UPON SCHEDULE AND CONTINUOUS UNINTERRUPTED DRILLING, REBAR AND CONCRETE OPERATIONS, 8-12 HOUR DAY, 40-60 HOUR WEEK. UNLESS SPECIFICALLY INCLUDED IN THE ATTACHED PROPOSAL, SATURDAY, SUNDAY, HOLIDAY AND/OR NIGHT TIME WORK IS EXCLUDED.
4. GENERAL CONTRACTOR TO PROVIDE LIGHTING AS REQUIRED FOR ANY WORK TAKING PLACE AT NIGHT.
5. PRICING IS BASED ON PERFORMING ALL WORK IN A LEVEL "D" WORK ENVIRONMENT. (STANDARD PPE AND CONSTRUCTION ATTIRE). IN THE EVENT THE WORK ENVIRONMENT EXCEEDS LEVEL "D," ALL ADDITIONAL COSTS INCURRED SHALL BE CONSIDERED EXTRA WORK AND WILL BE CHARGED AT T&M RATE PLUS 20%.
6. GENERAL CONTRACTOR TO PROVIDE SITE SECURITY AS TO ENSURE NO DAMAGE, VANDALISM OR THEFT OF SDI'S EQUIPMENT
7. ANY JOB, CLIENT OR OWNER SPECIFIC TRAINING IS EXCLUDED AND WILL BE CHARGED AT T&M RATE PLUS 20%.
8. PARKING FOR CREW AND SDI'S TRUCK & TRAILERS TO BE PROVIDED BY OTHERS AT NO COST TO SDI.
9. ANCHOR BOLTS, DOWELS, KEYWAYS OR ANY FORM WORK ABOVE OR BELOW TOP OF PILE CONCRETE/BOTTOM OF PILE CAP IS EXCLUDED.
10. MINIMUM 10" CLEAR TRAVEL SPACE THROUGH CENTER OF REBAR CAGES FOR ENTIRE LENGTH OF SHAFT WILL BE REQUIRED WHEN CONCRETE IS PROVIDED AND/OR PLACED BY SDI. REBAR CAGES OR SOLDIER BEAMS ARE TO BE PLACED 10 FEET OF SDI'S DRILL RIG OR SDI'S SPECIFIED HOISTING EQUIPMENT WITH **ROLLER SPACERS, REBAR CAPS** ATTACHED AND OF SUFFICIENT STRENGTH TO MAINTAIN SHAPE DURING HOISTING. COSTS FOR SPLICING OR COUPLING IS EXCLUDED.
11. PROVIDING MAN ENTRY INTO SHAFTS OR ANY EXCAVATIONS AND/OR HAND CLEANING OF SHAFT BOTTOMS IS EXCLUDED.
12. LABORATORY ANALYSIS AND/OR TESTING, FIELD TESTING AND INSPECTIONS, INCLUDING OVERTIME SHALL BE PROVIDED AND PAID FOR BY OTHERS.
13. TRAFFIC CONTROL INCLUDING BUT NOT LIMITED TO FLAGMEN, BARRICADES, BARRIERS, PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC, STREET CLOSURE PERMITS OR PERMISSION TO ENCROACH TO BE PROVIDED AND PAID FOR BY OTHERS.
14. GENERAL CONTRACTOR TO PROVIDE ALL SANITARY, TRASH BINS AND DISPOSALS IN ACCORDANCE WITH OSHA AND THE PROJECT.
15. ALL REQUIRED LICENSES, PERMITS, BONDS, AND INSPECTIONS TO BE PROVIDED AND PAID FOR BY OTHERS.
16. DRILLED SHAFTS SHALL BE ACCEPTED OR REJECTED BY AN AUTHORIZED CONTRACTOR/OWNER REPRESENTATIVE UPON INDIVIDUAL COMPLETION. SUBSEQUENT AUTHORIZATION FOR PLACEMENT OF MATERIALS INTO SHAFTS WILL CONSTITUTE FINAL APPROVAL AND ANY CORRECTIVE WORK REQUIRED THEREAFTER WILL BE PERFORMED AT ADDITIONAL EXPENSE.
17. UNLESS SPECIFICALLY INCLUDED IN THE ATTACHED PROPOSAL, COSTS FOR CONCRETE PUMPING IS EXCLUDED.
18. AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE SHALL ENDORSE SDI'S WORK TICKETS, DAILY REPORTS AND/OR FIELD CHANGE ORDERS DAILY. THESE TICKETS SHALL FORM THE BASIS FOR SDI INVOICES. NO BACK CHARGES WILL BE ACCEPTED UNLESS SIGNED FOR BY AN AUTHORIZED REPRESENTATIVE OF SDI.
19. PAYMENT TERMS ARE NET 30 FOR ALL WORK COMPLETED. NO RETAINAGE. PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE (18% PER YEAR). MATERIAL PURCHASE ORDERS REQUIRE A 40% PAYMENT UPON PURCHASE ORDER PLACEMENT WITH THE REMAINING 60% DUE UPON DELIVERY TO PROJECT SITE. APPROXIMATE VALUE OF MATERIAL IS AVAILABLE UPON REQUEST.
20. ADDITIONAL COST ASSOCIATED WITH ELECTRONIC BILLING OR PAYMENT SERVICES WILL BE BILLED TO THE GENERAL CONTRACTOR AS ADDITIONAL COSTS.
21. GENERAL LIABILITY INSURANCE LIMIT OF **\$2,000,000.00**; AUTOMOBILE LIABILITY/WORKER'S COMPENSATION INSURANCE LIMITS OF **\$1,000,000.00** ARE INCLUDED IN THE ATTACHED PROPOSAL. OTHER ENDORSEMENTS SUCH AS WAIVER OF SUBROGATION PRIMARY & NON-CONTRIBUTORY, ETC. ARE EXCLUDED. ADDITIONAL COSTS OF OTHER ENDORSEMENTS OR ANY SPECIAL INSURANCE REQUIREMENTS IN EXCESS OF OUR NORMAL LIMITS AND COVERAGE WILL BE PAID FOR BY OTHERS UNLESS AGREED UPON IN WRITING BY SDI.
22. LIMITS ON CONDOMINIUM CONVERSION. IF THE OWNER ELECTS TO CONVERT A PROJECT TO CONDOMINIUMS, THE OWNER WILL PROVIDE CONDOMINIUM CONVERSION INSURANCE PRIOR TO ANY SUCH CONVERSION. THIS INSURANCE WILL COVER THE CONTRACTOR AND ITS SUBCONTRACTORS RETROACTIVELY TO THE COMMENCEMENT OF CONSTRUCTION WITH A TAIL THROUGH THE STATUTE OF LIMITATIONS. OWNER AND CONTRACTOR WILL DEFEND, INDEMNIFY AND HOLD SDI HARMLESS FROM ANY CLAIMS BY A CONDOMINIUM ASSOCIATION FOR DAMAGES ARISING FROM OR CONNECTED WITH THE SALE OR CONSTRUCTION OF ANY CONDOMINIUM PROPERTY.
23. **SDI ASSUMES NO RESPONSIBILITY FOR DAMAGE TO UNDERGROUND UTILITIES. GENERAL CONTRACTOR TO LOCATE AND REMOVE OR REROUTE UNDERGROUND UTILITIES SO AS NOT TO INTERFERE WITH DRILLING**

OPERATIONS. DELAYS RESULTING THEREFROM WILL BE CHARGED FOR AT THE DELAY AND OBSTRUCTION RATE STATED ON PAGE ONE OF THE ATTACHED PROPOSAL.

24. SDI SHALL NOT BE REQUIRED TO REMOVE, TRANSPORT OR DISPOSE OF HAZARDOUS SUBSTANCES OR CONTAMINATED MATERIALS (AS DESIGNATED BY ANY GOVERNMENT AGENCY). BEFORE SDI'S WORK BEGINS, PRIME CONTRACTOR SHALL DISCLOSE IN WRITING ALL INFORMATION IT HAS AND CAN OBTAIN FROM OWNER REGARDING HAZARDOUS AND CONTAMINATED MATERIALS AT THE PROJECT SITE. PRIME CONTRACTOR SHALL ARRANGE FOR ALL TESTS, INSPECTIONS, AND NOTICES REQUIRED BY LAW. THE ENCOUNTERING OF ANY HAZARDOUS SUBSTANCE OR CONTAMINATED MATERIAL THAT AFFECTS SDI'S WORK SHALL CONSTITUTE A DIFFERING SITE CONDITION FOR WHICH SDI SHALL BE ENTITLED TO EQUITABLE PRICE AND SCHEDULE ADJUSTMENTS. IF SUCH A CONDITION IS DISCOVERED, SDI SHALL BE ENTITLED TO STOP ALL AFFECTED WORK AND SHALL HAVE NO OBLIGATION TO PERFORM INVESTIGATION OR REMEDIAL WORK. PRIME CONTRACTOR SHALL IMMEDIATELY ARRANGE FOR INVESTIGATION OF THE CONDITION AND GIVE PROMPT NOTICE AS TO HOW IT WILL BE HANDLED. IF THE PRIME CONTRACTOR CERTIFIES THAT THE CONDITION IS ALLEVIATED AND DIRECTS SDI TO PROCEED, SDI MAY REQUIRE THE PRIME CONTRACTOR TO PROVIDE INSURANCE WITH MUTUALLY AGREED POLICY LIMITS TO COVER ANY PERSONNEL HEALTH RISKS AND REMEDIATION LIABILITIES TO WHICH SDI MAY THEREBY BE EXPOSED. PRIME CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND SDI AND ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS OF ANY TIER, SUPPLIERS, AND CONSULTANTS FROM AND AGAINST ANY LIABILITY, CLAIM, LOSS, OR EXPENSE (INCLUDING LEGAL AND EXPERT EXPENSES) ARISING OUT OF THE EXISTENCE, ENCOUNTERING, HANDLING, DISPOSAL, RELEASE, OR REMEDIATION OF ANY HAZARDOUS SUBSTANCE OR CONTAMINATED MATERIAL OTHER THAN MATERIALS BROUGHT TO THE SITE BY SDI.
25. SHOULD CONDITIONS BE ENCOUNTERED DURING THE PERFORMANCE OF SDI'S WORK WHICH DIFFER FROM THOSE (A) SPECIFIED BY THE CONTRACT DOCUMENTS OR SOILS DATA PROVIDED TO SDI WHICH ARE NOT A PART OF THE CONTRACT DOCUMENTS, OR (B) THOSE ORDINARILY ENCOUNTERED AND GENERALLY RECOGNIZED AS INHERENT IN WORK OF THE CHARACTER PROVIDED IN THE CONTRACT, AN EQUITABLE ADJUSTMENT AND TIME EXTENSION WILL BE MADE TO COVER THE RESULTING COSTS.
26. UNLESS NEGLIGENT, SDI ASSUMES NO RESPONSIBILITY FOR DAMAGE TO EXISTING IMPROVEMENTS OR STRUCTURES ABOVE OR BELOW GRADE. TEMPORARY SHORING, PERMANENT SHORING AND UNDERPINNING NOT SPECIFICALLY INCLUDED IN THE ATTACHED PROPOSAL ARE EXCLUDED.
27. SDI SPECIFICALLY EXCLUDES ANY PROTECTION OF ANY AND ALL DAMAGE TO INCLUDE, BUT NOT LIMITED TO, STREETS, ROADS, SIDEWALKS, WALKWAYS, CURBS, GUTTERS, AND ALL CONCRETE, ASPHALT, PAVED AND GRASS SURFACES.
28. NO LIQUIDATED DAMAGES MAY BE ASSESSED AGAINST SDI UNLESS SPECIFICALLY AGREED TO IN CONTRACT DOCUMENTS. SDI SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
29. ANY PROPOSED SUBCONTRACT PROVISION WHICH REQUIRES SDI TO DEFEND, INDEMNIFY AND INSURE GENERAL CONTRACTOR AND/OR OWNER IN EXCESS OF SDI'S PROPORTIONATE SHARE IN THE TOTAL FAULT CAUSING THE LOSS OR DAMAGE IS EXCLUDED.
30. IF THROUGH NO FAULT OF SDI, WE ARE UNABLE TO COMPLETE THE WORK AS DESCRIBED, WE MAY TERMINATE THIS AGREEMENT BY WRITTEN NOTICE AND SHALL BE PAID FOR THE PERCENTAGE OF WORK COMPLETED INCLUDING UNRECOVERABLE COSTS OF MATERIALS.
31. ALL ITEMS NOT SPECIFICALLY INCLUDED IN THE ATTACHED PROPOSAL ARE EXCLUDED. ANY DEVIATION FROM SAID PROPOSAL IS TO BE APPROVED BY BOTH PARTIES, SAID PROPOSAL IS TO BECOME A PART OF ANY AGREEMENT ISSUED TO SDI.
32. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR OR ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.
33. IN THE EVENT THAT SUBCONTRACTOR IS PREVENTED OR DELAYED FROM PERFORMING OR IS UNABLE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY ACT OF GOD, ACTS OR DECREES OF GOVERNMENT, FIRE, CASUALTY, FLOOD, EARTHQUAKE, STRIKE LOCKOUT, LABOR SHORTAGE, EPIDEMIC, PANDEMIC, EVENT CAUSING CONSTRUCTION TO BE IMPRACTICAL OR IMPOSSIBLE, INTERRUPTIONS IN THE SUPPLY CHAIN, UNUSUAL DELAYS IN DELIVERIES, OR ANY OTHER EVENT OR CIRCUMSTANCE BEYOND THE REASONABLE CONTROL OF THE PARTY AFFECTED (COLLECTIVELY A "FORCE MAJEURE"), SUBCONTRACTOR SHALL GIVE PROMPT WRITTEN NOTICE TO THE OTHER PARTY, AND ITS PERFORMANCE SHALL BE EXCUSED, AND THE CONTRACT TIME AND CONTRACT COST SHALL BE EXTENDED TO REFLECT SUBCONTRACTOR'S ACTUAL TIME IMPACT AND COSTS OF THE DELAY AND RE-MOBILIZATION, INCLUDING BUT NOT LIMITED TO THE COSTS OF MATERIAL, RENTAL EQUIPMENT, AND LABOR, AND SHALL BE REFLECTED IN A MUTUALLY AGREEABLE SCHEDULE AND CHANGE ORDER BEFORE THE RESUMPTION OF SUBCONTRACTOR'S PERFORMANCE.
34. IF THE FORCE MAJEURE EVENT IS FOR AN UNINTERRUPTED PERIOD IN EXCESS OF 14 DAYS, THEN SUBCONTRACTOR SHALL HAVE THE OPTION, AT ITS SOLE DISCRETION, TO BE EXCUSED FROM PERFORMANCE UNDER THIS AGREEMENT.
35. THIS FORCE MAJEURE CLAUSE SHALL SPECIFICALLY APPLY TO: 1) AN EPIDEMIC, PANDEMIC, OR OTHER CONTAGIOUS DISEASE, TO SPECIFICALLY INCLUDE, BUT NOT BE LIMITED TO, COVID-19; 2) ACTIONS OF GOVERNMENT OR POLITICAL ENTITIES IN RESPONSE TO SUCH CONTAGIOUS DISEASES, SUCH AS MANDATORY OR DISCRETIONARY QUARANTINE RESTRICTIONS OR ISOLATION ORDERS OR DIRECTIVES; 3) A DECLARATION OF A NATIONAL, STATE, MUNICIPAL, OR LOCAL EMERGENCY DUE TO SUCH CONTAGIOUS DISEASE; AND 4) A CHANGE IN LAW MAKING PERFORMANCE IMPOSSIBLE OR IMPRACTICAL.
36. IN THE EVENT OF A CONFLICT OR AMBIGUITY WITH ANY OTHER PROVISION OF THIS AGREEMENT, THIS FORCE MAJEURE CLAUSE SHALL TAKE PRECEDENCE AND CONTROL.



37. IN THE EVENT THAT SUIT IS INSTITUTED TO ENFORCE PAYMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY FEES TOGETHER WITH COSTS OF SUIT.
38. SDI SHALL RECEIVE WRITTEN NOTICE TO PROCEED AFTER AGREEMENT IS EXECUTED AND 30 DAYS PRIOR TO MOBILIZATION JOBSITE.
39. THE ATTACHED PROPOSAL IS VALID FOR THIRTY DAYS FROM DATE SUBMITTED UNLESS EXTENDED IN WRITING BY SDI.
40. THESE CONDITIONS SHALL BE ATTACHED TO AND BECOME PART OF THE CONTRACT AND SHALL TAKE PRECEDENCE OVER ANY CONFLICTING PROVISIONS.

SUBMITTED BY:

SACRAMENTO DRILLING, INC.

BY: JON FERLA

TITLE: PROJECT MANAGER/ESTIMATOR

ACKNOWLEDGED AND ACCEPTED:

COMPANY_____

BY_____

TITLE_____

DATE_____

Salinas Valley Solid Waste Authority BID CLARIFICATIONS AND/OR EXCEPTIONS

Sacramento Drilling, Inc. offers the following clarifications and/or exceptions to any requirement or provision of this *Request for Bids for Landfill Gas Well Drilling Services* and any proposed modifications or replacement language for each clarification or exception:

Page:	Section/Item:	Language:
5	Line 2, 2 nd bullet, #7 Standard Terms and Conditions	STRIKE the language “ cost of bonds. ”
5	Line 6, #8.a. Standard Terms and Conditions	STRIKE the language “ or in any manner directly or indirectly or indirectly connected with. ” (STRIKE same verbiage found in #9.a. of Attachment Construction Contract)
5	Line 7, #8.a. Standard Terms and Conditions	STRIKE the language “ however caused, regardless of any negligence of the Authority or its directors, officers, employees, or authorized volunteers. ” (STRIKE the same verbiage found in #9.a. of Attachment Construction Contract)
8	Line 4, Responsibility for Work	STRIKE the language “ by causes of any nature whatsoever. ” ADD, in its place, the wording “ that are caused by Contractor. ” (STRIKE same verbiage on last paragraph, page 5 of Attachment Construction Contract.)
1	Line 2, #3, Attachment Construction Contract	STRIKE the words “ Liquidated Damages. ”
1	Line 5, #3, Attachment Construction Contract	STRIKE the wording “ or retain and collect liquidated damages in the amount of ___ per day for each calendar day thereafter. ”
2	Line 2, #5, Attachment Construction Contract	STRIKE “ 10% ”. ADD “ 5% .”
2	Line 5, #5, Attachment Construction Contract	STRIKE the wording “ until 35 days after the Authority records a Notice of Completion. ” ADD, in its place, the wording “ later than 45 days after Contractors completion of work. ”
2	Line 3, #6, Attachment Construction Contract	STRIKE the wording “ and agrees that he/she shall not be entitled to additional compensation for work required to overcome unanticipated site conditions. ”
3	Line 2, #9.a. & #9.b., Attachment Construction Contract	STRIKE the wording “ of every kind and nature whatsoever. ”
6	#10	ADD the sentence: “ The cost of the public works payment bond will be paid by the Authority. ”

Sacramento Drilling, Inc.

Jon Ferla
Signature

5/8/2020
Date

Jon Ferla Director of Construction
Name & Title



Report to the Board of Directors

Date: May 21, 2020
From: Mandy Brooks, Resource Recovery Manager
Title: Wally-Waste-Not Awards

ITEM NO. 10

N/A

Finance and Administration
Manager/Controller-Treasurer

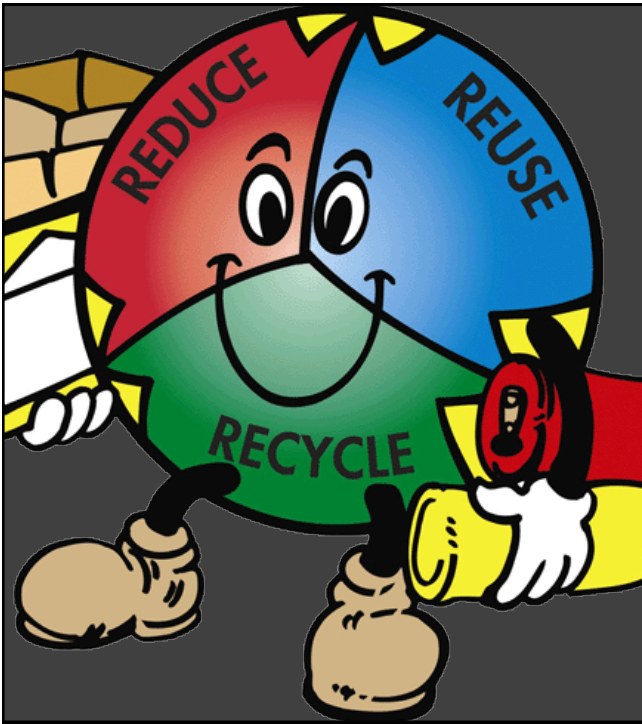
N/A

General Manager/CAO

N/A

Legal Counsel

**AWARDS WILL BE
RESENTED AT THE MEETING**



ITEM NO. 10

2020 Wally-Waste-Not Award Program School Highlights

\$2,000

AWARD PROGRAM

1



Schools Must complete
26 Activities:

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

2

- 12 Schools applied
 - SVR accepted all the applications
 - **ONLY 4** schools completed the 26 activities
 1. Chualar School
 2. Dual Immersion Academy of Salinas
 3. MAOF Early Learning Center in Gonzales
 4. Frank Ledesma School in Soledad
-
- 8 schools didn't complete the activities. They will roll over for the 2021 school award program.



3

Chualar School Highlights

26 Activities Completed



Sustainable Strategies Implemented



- ✓ Sharing Table
- ✓ Reusable Trays
- ✓ Reusable Sporks
- ✓ Food Waste Composting
- ✓ Milk Waste Diversion
- ✓ Milk Carton Recycling
- ✓ Reusable Condiments Containers

4



Chualar Sorting Station

5

Students come to the sorting station to divert waste



6

SHARING TABLE

**DIVERSION
PROGRAM
IMPLEMENTED**



7

**Reusable Trays are
used for all of the
meals served to the
students**



8

Reusable Sporks Program Implemented

500 reusable sporks were donated by Salinas Valley Recycles



9

- A person from the community picks up the food waste daily to feed animals.

FOOD WASTE DIVERSION PROGRAM IMPLEMENTED

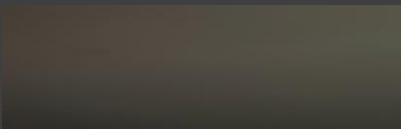


10



MILK WASTE DIVERSION PROGRAM IMPLEMENTED

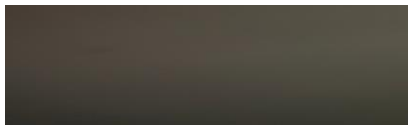
- Students emptied liquids like milk, juice, water, etc. in the liquid container.
- Custodial emptied liquids in the sewer system.
- Empty milk cartons will be recycled.



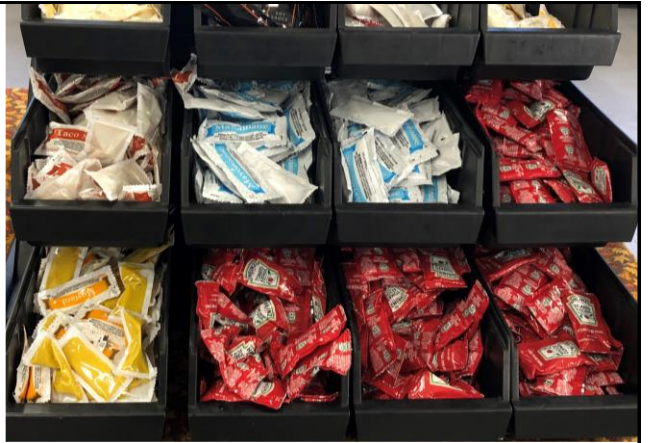
11

DIVERSION PROGRAM TO RECYCLE EMPTY MILK CARTON

- Bin is bagged with a clear bag bag, tie bag, then recycle.



12



Reusable Condiments Implemented

13

Thank you Chualar!
All the programs
implemented have
inspired other schools to
do the same!



14

Mexican American Opportunity Foundation (MAOF) Gonzales Center



Sandra Fletes, M.A.
Gonzales Center
Site Supervisor



Lilia Suarez, B.A.
Gonzales Center
Head Teacher



15

Sustainable Strategies Implemented

- ✓ Reusable dishware during snacks
- ✓ Reusable Cups
- ✓ Worm Composting System
- ✓ Recycling Implemented
- ✓ Milk Waste Diversion Assessment
- ✓ Recycled Art for Different Activities
- ✓ Reusable Sporks will be Implemented

26 Activities Completed



16

Use reusable dishware ones every day for snack time.



17

**Reusable Cups
Implemented**



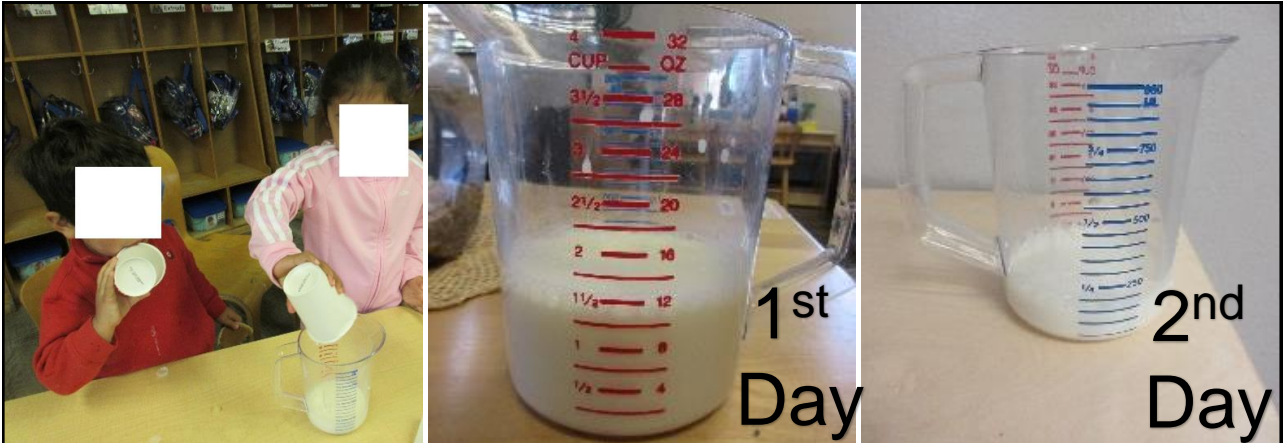
18



19



20



Milk Waste Diversion Assessment



21

Use recycled materials for an art project or assignment

weaving

mixing colors

patterns

musical instruments

building with boxes

classifying using maker covers

tracing

painting a pretending house

exploring stability

counting

22



23

Sustainable Strategies Implemented

- ✓ Reusable Condiments
- ✓ Sharing Rack – Edible Food
- ✓ Milk Waste Reduction Program
- ✓ Tour SSTS
- ✓ Recycled Content Paper
- ✓ Sustainable Furniture
- ✓ Recycled Art for Different Activities
- ✓ Promoting Recycling Education

Dual Immersion Academy of Salinas (DIAS) – Salinas

26 Activities Completed



24



Reusable Condiments

25



Sharing Rack

26



Milk Waste Reduction

27



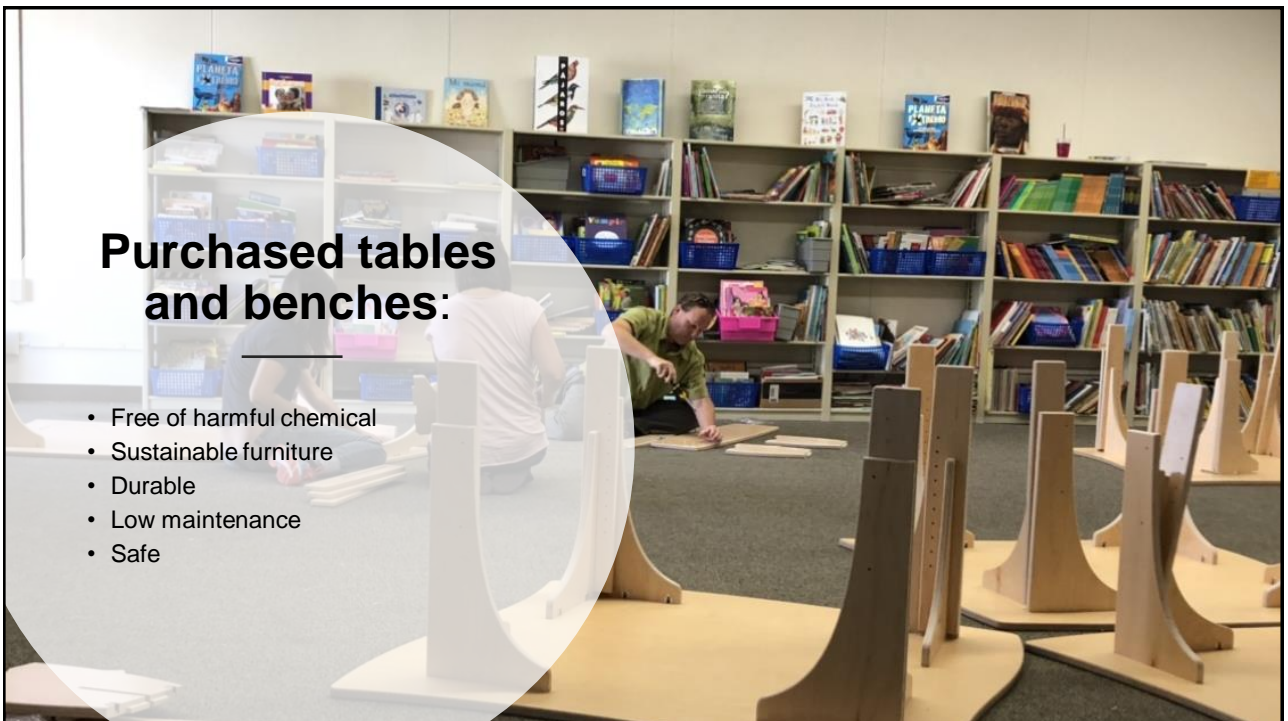
Tour @ SSTS

28



Purchase at least 30% post- consumer recycled content paper for school copies and printing

29



Purchased tables and benches:

- Free of harmful chemical
- Sustainable furniture
- Durable
- Low maintenance
- Safe

30



Recycled Materials
for Art Projects and
Even Old T-shirts
for Face Masks
While at Home



31

DUAL IMMERSION ACADEMY
OF SALINAS
Pumas

Yo prometo de:
Reducir
Reusar
Y Reciclar

Voy a reciclar: Papel, botellas,
cajas y latas.

Por: Ana Lisa



REDUCE, REUSE, RECYCLE
REDUCIR, REUSAR, RECICLAR

¡Compra Reciclado!

El comprar artículos hechos de material reciclado hace que el reciclar funcione. El comprar artículos hechos de materiales reciclados ayuda a "cerrar el círculo".

Buy Recycled!

Buy items made from recycled materials to make recycling really work. Buying products made from recycled materials helps to "close the loop".

Promoting Recycling Education

32

Sustainable Strategies

- ✓ Promoting Sharing Edible Food
- ✓ Reusable Water Bottles
- ✓ Subscribed to Online Magazines
- ✓ Promoting Double Sided Paper
- ✓ Recycling Wizard Show
- ✓ Cleanup at the Garden

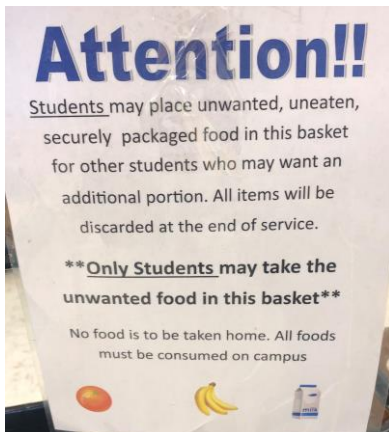
Frank Ledesma - Soledad

26 Activities Completed

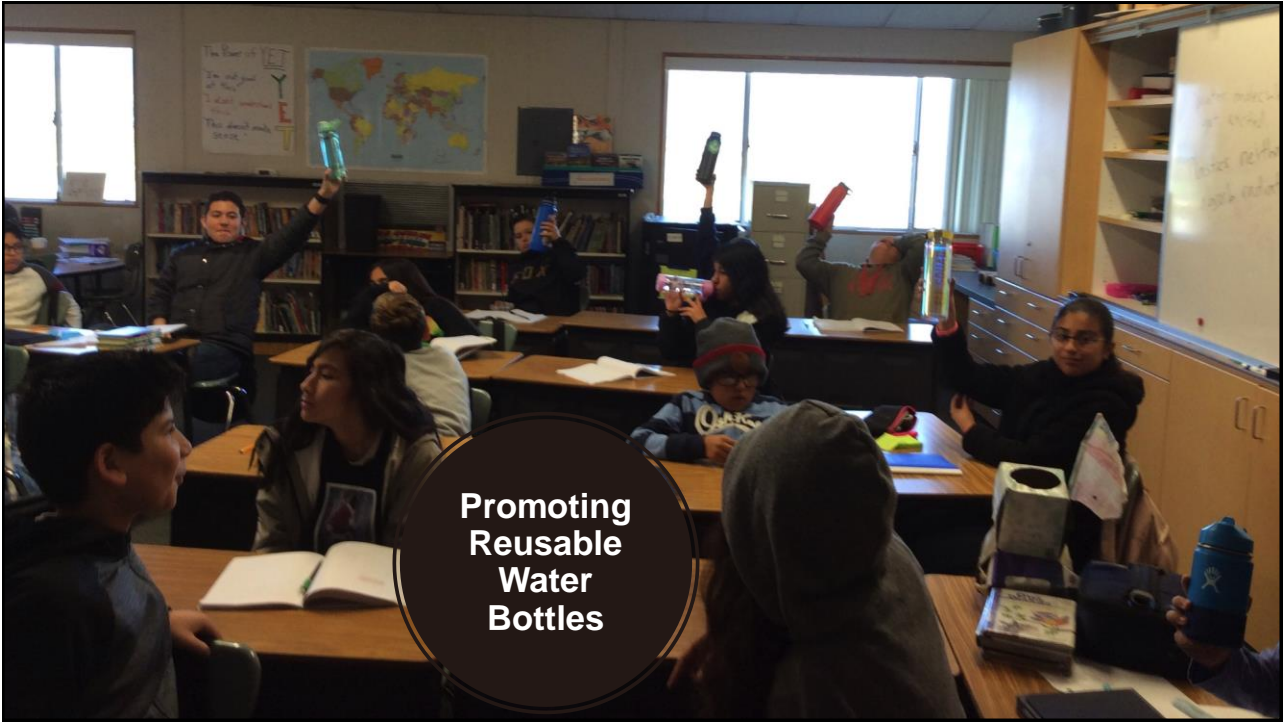


33

Promoting Sharing Boxes



34



35

Science

Articles

Text Sets

From Collections ▼

Suggested For ▼

Text Level ▼

More Filters ▼

SCIENCE

Doctors turn to gene editing in the fight against cancer

SCIENCE

Scientists discover ants in the desert that run the equivalent

SCIENCE

Did Google team make a breakthrough in quantum

SCIENCE

Special space oven will boldly go where

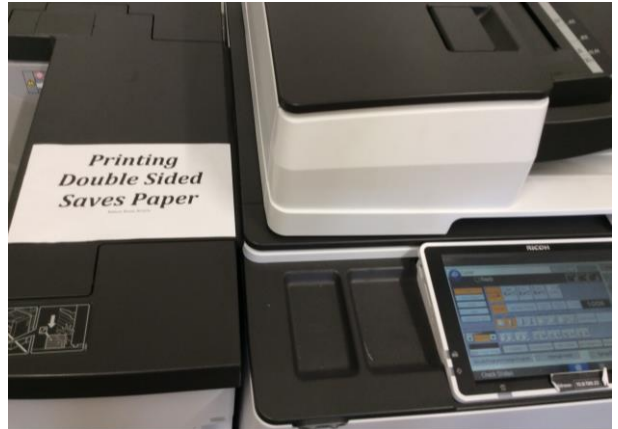
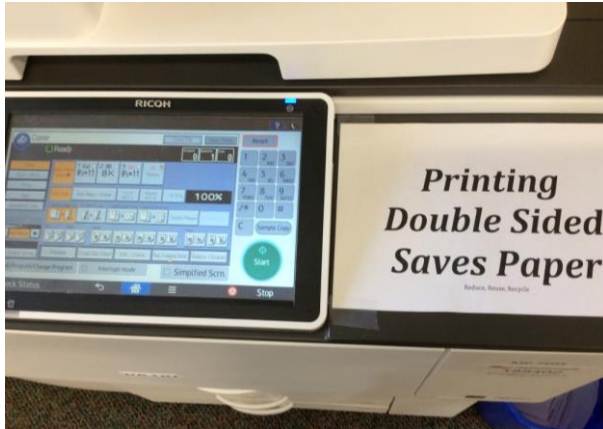
Subscribed to Online Publications to Reduce Paper

36

Presented at the Board of Directors Meeting on 5/21/2020

18

Promoting Double-Sided Printing for Students and Staff



37



38



Cleanup at the Larry Newman Memorial Garden

39

**Thank you, schools, for
your hard work completing
all the activities!**



40



Report to the Board of Directors

ITEM NO. 11

N/A

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: May 21, 2020

From: Mandy Brooks, Resource Recovery Manager

Title: A Resolution Approving the Transfer from Capital Project Reserves to CIP 9104 and Awarding the Purchase of a New 2021 Peterbilt 26ft Refrigerated Food Distribution Truck from Coast Counties Truck and Equipment in the Amount of \$139,133.35

RECOMMENDATION

Staff recommends approving the transfer from Capital Project Reserves to CIP 9104 and awarding the purchase of one (1) new 2021 Peterbilt 26ft Refrigerated Food Distribution Truck from Coast Counties Truck and Equipment, in the amount of \$139,133.35. The truck will be donated to the Food Bank for Monterey County (Food Bank) for expanded food recovery in Monterey County.

FISCAL IMPACT

The purchase of the 2021 Peterbilt 26ft Refrigerated Food Truck will be funded by the transfer from the Capital Project Reserves into Capital Improvement Project 9104. The Food Bank will cover any and all additional costs above the purchase of the vehicle. The Authority will pay \$139,133.35 directly to the dealership.

DISCUSSION & ANALYSIS

In April 2018, the Authority assisted with the purchase of a refrigerated food truck for the Food Bank for Monterey County (Resolution No 2018-14) as part of the CalRecycle Organics Grant funding that the Authority received in September 2017. The Food Bank has far surpassed the grant estimate of recovering 900 tons of edible/donatable food from the landfill using the truck. To-date, the Food Bank has recovered over 3,200 tons of edible/donatable food resulting in a reduction of over 6,700 MTCO_{2e} of greenhouse gas emissions (this is equivalent to taking over 1,445 cars off the road for one year).

Considering the current circumstances surrounding the COVID-19 global pandemic and the significant increased demand on the Food Bank's services, which have quadrupled in the last two months, the Authority wishes to assist the Food Bank with the purchase of an additional refrigerated food truck. The Food Bank recently reported that they distributed a six-month supply of food in seven weeks. This 26ft refrigerated truck will allow for increased recovery and distribution of edible food to those residents in need within Monterey County and the surrounding communities. This action will also support the Authority and member agency's mandates under SB 1383 to increase recovery of food and prevent landfilling of edible food.

The Food Bank must use special sized bins to collect and distribute food and as such they require a specific sized tailgate lift to accommodate the food bins. Coast Counties Truck and Equipment is the local dealer the Food Bank uses to provide this specialized equipment on their existing fleet. The quote provided includes this specifically sized tailgate lift. Like the first truck purchased with the Organics grant funds, the Food Bank will register the truck in their name, and will retain ownership as detailed in the attached, template Letter of Agreement between the Authority and Food Bank.

Quote details:

Dealer	Base Price (includes refrigeration unit & tailgate lift)	Tax/Freight	Total Cost	Extended Warranty
Coast Counties Truck and Equipment	\$ 124,394.00	\$14,739.35	\$139,133.35	Included

Based on the unprecedented demand and immediate need, as well as the specialized equipment requirements, and the established local relationship between the Food Bank and Coast Counties, staff requests that the Board approve the transfer from Capital Project Reserves to CIP 9104 and awarding the sole source purchase of one (1) new 2021 Peterbilt 26ft Refrigerated Food Truck from Coast Counties Truck and Equipment, in the amount of \$139,133.35.

BACKGROUND

Food rescue and recovery is a mandatory component of the Short-Lived Climate Pollutants and Methane Emissions Reduction Strategy (Senate Bill 1383) and will assist in keeping edible and donatable food from entering the landfill. Over the past year, the Authority has worked to expand the current organics recycling operation to achieve the levels of diversion and greenhouse gas emission reductions required by various state mandates. The Mandatory Commercial Organics Recycling Program (Assembly Bill 1826) and SB 1383, which effectively eliminates the disposal of organic materials (including food scraps) in landfills by 2025, are driving changes in the way organic waste material is handled.

The County of Monterey is also planning to provide additional support to the Food Bank in these critical times, as noted by Alternate Vice-President Lopez during the May 7, 2020 Executive Committee meeting. In order to avoid duplication of service or support to the Food Bank, staff has confirmed with the Food Bank that the County has been asked to provide funding for a full size 50-plus foot transfer truck and trailer for delivery of products to south county distribution sites, pick up from agricultural producers, and exchange of materials with other food banks. The Authority provided truck will be used primarily for local food distribution to the community.

ATTACHMENT(S)

1. Resolution
2. Exhibit A –Coast Counties Truck and Equipment Quote
3. Letter of Agreement – Food Bank for Monterey County

RESOLUTION NO. 2020 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE TRANSFER FROM CAPITAL PROJECT RESERVES TO CIP 9104 AND AWARDING THE PURCHASE OF A NEW 2021 PETERBILT 26FT REFRIGERATED FOOD DISTRIBUTION TRUCK FROM COAST COUNTIES TRUCK AND EQUIPMENT IN THE AMOUNT OF \$139,133.35.

WHEREAS on April 19, 2018, the Authority assisted with the purchase of a refrigerated food truck for the Food Bank for Monterey County as part of the CalRecycle Organics Grant funding that the Authority received in September 2017; and,

WHEREAS the Food Bank has collected and recovered over 3,200 tons of edible food from going to the landfill using this truck, almost four times the grant estimated amount; and,

WHEREAS the current global pandemic of COVID-19 has quadrupled the demand on the Food Banks services and an additional refrigerated truck would assist the Food Bank in recovering and distributing more edible and donatable food to meet immediate community needs; and

WHEREAS the specialized equipment requirements, and the established local relationship between the Food Bank and Coast Counties requires the sole source purchase of this vehicle; and,

NOW, THEREFOR, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to purchase one new 2021 Peterbilt Refrigerated Food Distribution Truck from Coast Counties Truck and Equipment, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary; and,

BE IT FURTHER RESOLVED, that a Supplemental Appropriation of \$139,133.35 to the Capital Improvements Budget is hereby approved; and,

BE IT FURTHER RESOLVED, that Capital Project Reserves be used to fund this budget adjustment; 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 duly held meeting on the 21st day of May 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 Santos, Authority General Counsel



San Jose - Windsor - San Leandro - Eureka - Salinas

Coast Counties
Truck & Equipment est. 1949**PURCHASE ORDER**

Date	05/04/20	Stock #	742204
Customer	Food Bank of Monterey	Phone #	
Attention	Melissa Kendrick	Fax #	
Address	353 W Rossi St	Mobile #	
City & State	Salinas, CA 93907	Email	
F.O.B. Point	Salinas, CA 93907	Mileage	TBD

Minimum Quantity to Order 1

YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NO.
2021	Peterbilt	337	26' Reefer Bobtail	742204

"Price Each" Only Includes Components Detailed In Factory Specification

Subject to Approval of Finance Terms & Conditions

Payment In Full Is Required Prior to Delivery

Cancelled Order(s) Subject to 15% Payment Penalty of Sales Price

All Tax & License are Estimated - Subject to Change at Final Invoice

Price valid 10 days

Trade In:	Year	Make	Cash Price	Price Each	\$124,394.00
			Body		\$0.00
License			CA Tire Tax		\$10.50
Mileage			Doc& BPA Fee		\$115.00
Payoff Balance Owing To			F.E.T. (Chassis Only)		\$0.00
Appraised Value			Sales Tax 9.25%		\$11,513.85
Less Payoff			DMV - Truck @ 80,000 lbs. (est.)		\$2,300.00
Net Trade Credit			Freight		\$800.00
			Total Sales Price		\$139,133.35
Title ()	Reg ()		Deposit \$0.00 Required		\$0.00
			Cash on Delivery		\$0.00
Fuel Tax			Trade		\$0.00
FHUT ()	Appraisal (Stock#	Total Down Payment		\$0.00
			Net Sales		\$139,133.35

Firm Name: Food Bank of Monterey Accepted By: Sales Manager

Purchase Order #

Accepted By: Purchaser Accepted By: Dane Lamanna Salesman

NOTES

PRICE INCLUDES 26' INSULATED VAN, THERMO KING REEFER UNIT AND 5 YEAR, 150,000 MI EXTENDED WARRANTY FOR ENGINE

PURCHASE CONDITIONS

It is further understood and agreed that the order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon:

1. If a date for delivery has been specified in this order, it is understood that Dealer will endeavor to make delivery to the Purchaser on or about such date without liability, **whatsoever, to the Dealer, and Dealer may make delivery at the earliest practicable date as determined by Dealer.** In the event that no date for delivery has been specified in this order, it is understood that Dealer may make delivery at the earliest practicable date as determined by Dealer.
2. Dealer shall not be liable for delays caused by the Manufacturer or any accidents, strikes, fires or any cause whatsoever beyond the control of the Dealer.
3. The price of the product quoted herein does not include any tax or taxes imposed by any governmental authority prior to or at the time of delivery of such product unless expressly so stated, and the Purchaser assumes and agrees to pay any taxes imposed on or incidental to the transaction herein regardless of the person having the primary tax liability.
4. If Dealer agrees to accept used equipment as a trade-in, Purchaser warrants that the trade-in is his own property and is free of any liens and encumbrances, except as disclosed herein. Dealer shall inspect the body and the mechanical condition and appraise the used equipment on the date of this offer. Purchaser warrants to deliver the trade-in on the delivery date in substantially the same condition as found on this inspection and without additional liens. Dealer reserves the right to re-inspect and re-appraise the trade-in on the delivery date and adjust the trade-in allowance accordingly.
5. If this order covers the purchase of used equipment, there are no warranties expressed or implied, representations, promises or statements in connection with the sale of the equipment covered by this order. Purchaser has had an adequate opportunity to inspect the equipment and make his own estimate as to the condition of the equipment. Used equipment is sold "as is" with absolutely no warranty or guaranty except that Dealer guarantees and warrants title to said property.
6. If this order covers new equipment, the same is given and accepted subject to the Manufacturer's warranty in effect at the time of delivery of the agreement. It is understood that no other warranties, agreements or representations of any kind whether expressed or implied, including any warranty of merchantability or fitness for a particular purpose, are made or have been authorized by Coast Counties Truck & Equipment Company with respect to this equipment unless endorsed herein and signed by the parties hereto. No adjustments, repairs or any items sold hereunder, or assistance given by the Dealer in connection with same, shall be deemed to be a waiver of any of the provisions of the aforesaid warranty.
7. The Purchaser agrees that damages arising from failure to consummate the sale contemplated by this Agreement may be difficult to measure and that a reasonable measure of damages will be the difference between the price set forth herein and the amount for which the equipment can be sold to another party, plus any costs, charges and related expenses that may be incurred by the seller to hold, store, maintain and sell the equipment.
8. In the event of litigation concerning any portion of this Agreement in which Dealer shall prevail, all Court costs and legal fees shall be paid by the Purchaser. Purchaser further agrees that venue in any action by or against Dealer shall be laid in the City of San Jose and in the County of Santa Clara which is the location of Dealer's principal office.
9. This order is not assignable by the Purchaser except with the Dealer's written consent.
10. It is understood that the Manufacturer has reserved the right to make changes in model and design in products and parts at any time without incurring any obligation to the Dealer to make corresponding changes in the product here ordered, either before or subsequent to delivery to the Purchaser and, accordingly, Dealer shall not be obligated to Purchaser in any way in the event of any such change.
11. Dealer is not responsible in any way for changes in specifications or design.
12. In the event Purchaser is a corporation, the person signing the order warrants that he has the power to bind the corporation, or, failing same, agrees to be bound in his individual capacity.
13. The acceptance of this order is subject to the completion of credit investigation and approval by the credit department of the Dealer.
14. In the event the terms of this order do not require payment in full in cash at the time of delivery, Purchaser agrees to execute and deliver a Security Agreement on a form generally used by Dealer at Dealer's option on terms satisfactory to Dealer and the handling charges, insurance costs, discount charges and any other expenses connected with sale of security interest may be added to the balance of the purchase price. It is understood and agreed that title to and right of possession of said equipment shall remain vested in Dealer until all obligations of Purchaser hereunder and payment of all other sums which may be due or are to become due from Purchaser to Dealer, whether evidenced by notes, book account, judgment, or otherwise, shall have been fully paid at which time ownership shall pass to the Purchaser. It is expressly agreed and warranted that this is a commercial sale and the equipment sold herein is to be used for commercial purposes.
15. The Dealer shall not be held liable or responsible for any costs or expenses or for any damages on account of personal injuries or injuries to property or otherwise suffered or sustained in the operation of this equipment, the subject of this order, nor for any damages alleged to result to Purchaser by reason of any delays or alleged failure of said equipment to operate.
16. The Dealer reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.



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

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

May 22, 2020

Food Bank for Monterey County
Attn: Melissa Kendrick, Executive Director
353 W Rossi Rd
Salinas, Ca. 93907

Subject: Letter Agreement for Refrigerated Food Truck

Dear Mrs. Kendrick:

The Salinas Valley Solid Waste Authority (Authority) wishes to assist the Food Bank of Monterey County (Food Bank) with the purchase of a new 2021 Peterbilt 26ft refrigerated food truck to support the additional recovery and distribution of donatable and edible food to residents in need within Monterey County and surrounding communities.

This letter is to confirm our mutual understanding that \$139,133.35 will be contributed by the Authority for the purchase a 26 ft. refrigerated truck for the recovery and distribution of edible food in Monterey County. The Authority will pay this amount directly to the dealership. The Food Bank will cover any and all additional costs above the amount referenced to purchase the vehicle.

The Food Bank will be responsible for registration of the vehicle in Food Bank's name, to pay any additional costs above the purchase price of the vehicle including sales tax, plus title, license, and insurance. The Food Bank will also provide annual evidence of insurance coverage to the Authority. The Food Bank shall retain ownership of the vehicle. The Authority will not own or have any lien or interest in the vehicle.

In further consideration of the donation and to fulfill new state mandates (Senate Bill (SB) 1383) for edible food recovery reporting requirements, the Food Bank also agrees to provide quarterly pounds of food collected, distributed, and/or undistributed using the vehicle. The Food Bank shall provide this data on an on-going basis.

Please sign and date this letter below to acknowledge your receipt and agreement with the terms and conditions of this letter and return the signed letter to the Authority. The Authority will not distribute the funds for the vehicle purchase until it has received this letter signed by a duly authorized representative of the Food Bank. The undersigned represents to the Authority that they have been so authorized.

Regards,

Food Bank of Monterey County

R. Patrick Mathews
General Manager/CAO

Melissa Kendrick
Executive Director

Date: _____



Report to the Board of Directors

Date: May 21, 2020
From: Patrick Mathews, General Manager/CAO
Title: Update on Sun Street Transfer Station
Relocation Project

ITEM NO. 12

N/A

Finance Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

**A VERBAL UPDATE WILL BE GIVEN
AT THE MEETING**



Report to the Board of Directors

Date: May 21, 2020

From: Robert Cullen, President and 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. 13

N/A

Finance Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

**A VERBAL UPDATE WILL BE GIVEN
AT THE MEETING**



City of Salinas

OFFICE OF THE CITY MANAGER • 200 Lincoln Ave • Salinas, California 93901

(831) 758-7201 • (831) 758-7368 (Fax) • www.ci.salinas.ca.us

City of Salinas/ SVSWA

May 15, 2020 at 11:00 a.m.

Zoom Meeting <https://us02web.zoom.us/j/89830614179>

+ 16699009128 Meeting ID: 898 3061 4179

- I.** Update on Legal Issues
- II.** JPA Governance Options (attachments)
 - a. Monterey One Water/ Monterey Regional Water Pollution Control Agency
 - b. Transportation Agency for Monterey County
- III.** Develop Plan in 2 weeks for Closure & Removal of Sun St. Transfer Station and Purchase of Madison Lane by Joint Working Group of SVSWA Staff and City of Salinas Staff
 - a. Timeline
 - b. Major Steps
 - c. Commitments Required by SVSWA and Other Parties
 - d. Actions by SVSWA Board for Implementation
- IV.** Agenda Items for Next Meeting

TRANSPORTATION AGENCY FOR MONTEREY COUNTY BYLAWS

01. These Bylaws are intended to supplement California Government Code Title 3, Division 3, Chapter 2, and the Public Utilities Code Division 10, Part 11, referencing the Transportation Development Act passed in 1972, and as amended.
02. These Bylaws outline the basic organization and the administration procedures used by the Transportation Agency for Monterey County, successor agency to the Monterey County Transportation Commission, when serving as the Local Transportation Commission, the Regional Transportation Planning Agency, and the Service Authority for Freeways and Expressways. When serving as the Local Transportation Commission, the Regional Transportation Planning Agency, and the Service Authority for Freeways and Expressways, the Transportation Agency for Monterey County is referred to as the "AGENCY."
03. **FUNCTIONS OF THE AGENCY WHEN SERVING AS THE
LOCAL TRANSPORTATION COMMISSION AND AS THE
REGIONAL TRANSPORTATION PLANNING AGENCY**
 - 3.1. As the Local Transportation Commission, administer the provisions of the Transportation Development Act in allocating Local Transportation Funds and State Transit Assistance Funds to the cities, County, and transit operators.
 - 3.2 As the state designated Regional Transportation Planning Agency, perform transportation planning activities for the County and Cities of Monterey County.
04. **FUNCTIONS OF THE AGENCY WHEN SERVING AS THE MONTEREY
COUNTY SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS**
 - 4.1 The AGENCY shall enact a motorist aid program having the primary function of installing and monitoring roadside call boxes.
 - 4.2 This program shall be performed in accordance with Sections 2550 et seq. of the California Streets and Highways Code.
 - 4.3 The AGENCY has been designated as the Monterey County Service Authority for Freeways and Expressways by resolutions of the Monterey County Board of Supervisors and a majority of the Cities containing a majority of the incorporated population as required under Streets and Highways Code Section 2551. The program shall be developed in consultation with and with the cooperation of Caltrans and the California Highway Patrol.

05. ORGANIZATION

- 5.1 **MEMBERSHIP:** The AGENCY shall be composed of each of the five members of the Monterey County Board of Supervisors, or his or her individually designated alternate, and one member appointed from each incorporated city within Monterey County or his or her designated alternate.
- 5.2 **EX-OFFICIO MEMBERSHIP:** The purpose of ex-officio membership is to permit the ex-officio member(s) to participate in AGENCY discussion before and after a matter is allowed for discussion by the public. Ex-officio members shall have no vote on matters brought before the AGENCY. Ex-officio membership is not intended to evolve into full voting membership.
- 5.2.1 The Association of Monterey Bay Area Governments, Caltrans, the Monterey Bay Unified Air Pollution Control District, Monterey Peninsula Airport District, Monterey-Salinas Transit, California State University at Monterey Bay and City of Watsonville may appoint one member each to the AGENCY to serve as ex-officio members. Ex-officio members may be added or deleted by amending the Bylaws. Additional ex-officio members shall be limited to public agencies only. This restriction to public agencies does not affect the permanent ex-officio members described in this paragraph. As used here, “public agency” means the State of California or any department or agency thereof, a county, city, public corporation, municipal corporation or public district.
- 5.3 **ALTERNATE MEMBERS:** Each appointing authority, for the regular member it appoints, may appoint up to two alternate members to serve in place of the regular member when the regular member is absent or disqualified from participating in the meeting of the AGENCY. Alternate members will have the same rights, responsibilities and privileges as regular members, except that they may not serve as officers of the AGENCY.
- 5.4 **APPOINTMENT:** City members, city alternate members, and ex-officio members, must all be appointed by the appropriate appointing authority from the affected jurisdiction. A letter signed by the City Manager or Mayor, minute action and/or a resolution making that appointment must be presented to the Executive Director before that member may participate in the AGENCY meetings. The Chair of the Board of Supervisors shall notify the AGENCY by letter to the Executive Director of the Board’s alternates.
- 5.5 **STIPEND:** Regular members may receive compensation for services performed for and on behalf of the AGENCY in accordance with written policies adopted by the Board of Directors in a public meeting.
- 5.6 **TRAVEL REIMBURSEMENT:** AGENCY Board Members (and alternates) are entitled to reimbursements for travel expenses involved in attending all regular and special meetings of the AGENCY. Reimbursement for travel expenses will be made on a per-mile basis at the current rate established by the TAMC Board for auto

expenses or actual cost of public transportation. TAMC Board members (and alternates) will receive automatic mileage reimbursement payments quarterly based on attendance records and their declared mileage to and from the TAMC meetings. Board Members attending conferences or other agency business meetings may request reimbursement for expenses in accordance with the AGENCY's administrative policies for travel reimbursement.

06. QUORUM: A majority of the voting members of the AGENCY shall constitute a quorum for transaction of AGENCY business; the quorum shall consist of a minimum of nine (9)-voting members, including a minimum of seven (7) city representatives and one (1) county representative.

07. VOTING

7.1 Except as specifically otherwise provided herein, the vote of a majority of the members of the AGENCY present at any regular, adjourned or special meeting shall be sufficient to pass or act upon any matter properly before the AGENCY, and each member of the AGENCY shall have one vote.

7.2 **POPULATION WEIGHTED VOTING:** Upon the call and request of any AGENCY member, present and able to vote, and a quorum being present, a weighted voting formula shall apply for any vote to be taken by the AGENCY, with each member having one or more votes based upon the population of the city or unincorporated county area such member represents. One vote will be granted to Supervisorial District 1, as its population is included with the City of Salinas.

In order for the AGENCY to take action under the provisions of this section two requirements must be fulfilled:

- a) A majority of the votes weighted by population must be cast in favor of the action, provided that not less than two-member agencies vote in favor of the action; and
- b) A majority of the members vote in favor of the action.

In the event a simple majority vote on a question has previously been taken, and a weighted vote is subsequently called; a roll call vote will be taken that tabulates both the weighted vote and the members voting. The vote weighted by a majority of those voting representing a majority of the population shall supersede the previous simple majority vote, provided that the vote of a single member may not defeat an action.

7.3 **POPULATION:** For the purposes of determining the weighted vote of Cities or the unincorporated area of the County, the weighted vote by population shall be based on the most current Census, and AGENCY staff shall update annually based on the California State Department of Finance population estimate when it becomes available.

08. OFFICERS

- 8.1 The AGENCY officers shall consist of a Chair, a First Vice-Chair and a Second Vice-Chair. The AGENCY officers shall be elected from the AGENCY and shall serve a term of one year. Terms of the Chair shall not be consecutive full one-year terms. Election of officers shall take place every year at the beginning of the AGENCY's January meeting, and officers' terms shall commence immediately upon election.
- 8.2 The Chair, or in his or her absence, the First Vice-Chair, shall preside over all meetings, and may direct the Executive Director to call a special meeting of the AGENCY Board when he or she judges necessary. In the absence of the Chair and the First Vice-Chair, the Second Vice-Chair shall preside over all meetings and exercise all of the powers of the Chair and the First Vice-Chair.

09. STAFF: The AGENCY staff shall consist of an Executive Director, and such other staff members as shall be authorized by the AGENCY budget and appointed by the Executive Director.

- 9.1 The AGENCY shall appoint the Executive Director to serve at the pleasure of the AGENCY.
- 9.2 The Executive Director will serve as Chief Executive Officer of the AGENCY.
- 9.3 The AGENCY shall appoint Counsel to serve at the pleasure of the AGENCY.
- 9.4 The AGENCY shall complete an annual performance evaluation of the Executive Director and Counsel.

10. MEETINGS

- 10.1 The regular meetings of the AGENCY shall be held on the fourth Wednesday of each month or at such other time designated by the Board at a location in Monterey County. Special meetings shall be set with the notice required by law.
- 10.2 AGENCY meetings are open to the public and are conducted according to the Ralph M. Brown Act (Govt. Code Section 54950 et seq.) and Roberts Rules of Order. Time will be allotted at each meeting for the public to present their views to the AGENCY on transportation items, as set forth in Govt. Code Section 54954.3.

Public presentations on transportation matters not on the AGENCY's agenda are limited to three minutes each, unless extended at the discretion of the Chair.

The Chair may establish reasonable limitations on the time allotted for public presentations on any AGENCY agenda item.

- 10.3 The voting members of the AGENCY may meet in closed session to discuss those matters authorized by state law. Only appointed TAMC representatives and, in their absence, their appointed alternates, may attend Closed Sessions. Ex-officio members shall not be authorized to attend Closed Sessions.
- 10.4 The AGENCY Chair in consultation with the First Vice-Chair may cancel any regular meeting if there are no items presented that require the AGENCY's immediate attention.
- 10.5 The AGENCY Agenda will be prepared by the AGENCY staff. The agenda deadline is noon, Thursday, nine (9) working days before the regular meeting. Any member may request in writing an item to appear on the agenda. The request shall be made at or before the Executive Committee meeting prior to the regular meeting for which the item is proposed, or, in the case of an urgent matter, after consultation with the AGENCY Chair, or in the absence of the Chair, the First Vice Chair, by the agenda deadline. Any supporting papers must be furnished by the agenda deadline or be readily available.
- 10.6 Agenda packets shall be distributed to AGENCY members, alternates, and ex-officio members.
- 10.7 The AGENCY agenda shall also be supplied to other governmental agencies on written request, renewable annually.

11. BUDGET

- 11.1 The AGENCY shall annually develop and adopt a budget in accordance with State and Federal requirements no later than the May meeting.
- 11.2 Each AGENCY member shall contribute toward AGENCY activities by means of the Regional Transportation Planning Assessment ("Assessment") in proportion to California Streets and Highways Code Highway Users Tax Account Section 2105 funds received by each AGENCY member to those received by all other AGENCY members. Such Assessment shall be paid from local funds of the member, in order to provide the greatest flexibility of use by AGENCY. AGENCY staff shall invoice each voting member each June for the following fiscal year.

- 12. **COMMITTEES:** Committees and subcommittees, whether standing or ad hoc, may be established, as the AGENCY may deem appropriate.

Standing committees shall be the following:

- 12.1 A Technical Advisory Committee (TAC) composed of one person representing each AGENCY member including ex-officio members, and transportation providers in Monterey County. Additional members from organizations and jurisdictions not presently represented may be appointed by the AGENCY. The Technical Advisory

Committee shall advise the Agency Board on regional transportation improvement projects, transportation planning programs, and transportation funding programs.

12.2 An Executive Committee composed of the Chair, First Vice-Chair, Second Vice-Chair, immediate past Chair, and two members selected by the AGENCY; one from the County members and one from the City members. If one of the above-designated persons is not available to serve on the Executive Committee, the AGENCY shall appoint another AGENCY member so that the Executive Committee shall have six members. The Executive Committee shall meet when directed to do so by the AGENCY, or when directed to do so by the Chair of the AGENCY, or by a majority of the Executive Committee members. The Executive Committee may meet for the following purposes:

- a. Review of budget and work program and personnel.
- b. Review adequacy of transportation funding and regional transportation planning and project delivery efforts.
- c. Review state and federal legislative matters.
- d. Review major AGENCY policy matters for recommendation to the Board.

Minutes of the Executive Committee meetings shall be distributed to all AGENCY members.

12.3 A Citizens Advisory Committee for Bicycle and Pedestrian Facilities composed of one representative from each city and supervisorial district. Additional members from organizations and jurisdictions not presently represented may be appointed by the AGENCY. The purpose of the committee is to advocate bicycle and pedestrian travel as viable alternative means of transportation, and advise the Transportation Agency, its member agencies, and private development with respect to bicycle and pedestrian facilities and travel.

12.4 A Rail Policy Committee composed of TAMC Board members or their alternates from the following jurisdictions on the rail lines: Cities of Salinas, Marina, Sand City, Seaside, and Monterey, Supervisorial District 1, Supervisorial District 2, Supervisorial District 4, Supervisorial District 5 and two representatives from South Monterey County: either (a) the 3rd District County Supervisor and a voting TAMC Board member from one of the South Monterey County Cities, or (b) two voting TAMC Board members from South Monterey County Cities. In addition, the TAMC Board may appoint one at-large member from the TAMC Board, taking into account interest and expertise in rail issues. The TAMC Chair may appoint annually ex-officio members as needed.

The Committee shall select a Chair and Vice Chair from its membership for a two-year term at the end of the February meeting of every even year, beginning in 2008. The Chair may rotate between the County Supervisors and the Cities, and/or between Salinas Valley and the Monterey Peninsula or the existing Chair may be reappointed to

a new term. To be eligible to serve as the Chair or Vice Chair, the person must be a voting AGENCY Board Member and have served on the Rail Policy Committee for at least one year. The Rail Policy Committee advises the Transportation Agency Board on matters related to the establishment of passenger rail service in Monterey County.

- 12.5 Bylaws for any standing committee may be developed and adopted, or amended, by a majority vote of the AGENCY.
- 12.6 Except as otherwise provided herein, a majority of the voting members of each committee shall constitute a quorum for transaction of the business of the committee. For the Technical Advisory Committee (TAC); 5 members of the TAC, representing voting members of the Transportation Agency Board of Directors, constitute a quorum for transaction of the business of the committee.
- 12.7 The Transportation Agency has designated the Monterey-Salinas Transit Mobility Advisory Committee as the Social Services Transportation Advisory Council for Monterey County pursuant to the Transportation Development Act. The Agency will consult with the Mobility Advisory Committee regarding the Agency's annual unmet transit needs finding and the transportation needs of the elderly, persons with disabilities and other transit dependent groups.

13. PROCEDURE FOR APPROVING AND AMENDING BYLAWS

- 13.1 Provided a quorum is present, these Bylaws may be amended at an AGENCY meeting by two-thirds (2/3) of the voting members.
- 13.2 Notice of the proposed amendment of the Bylaws shall be announced at the AGENCY meeting prior to the meeting at which the amendment will be voted upon.

14. AUDITS

All revenues and expenditures of the AGENCY will be audited annually in accordance with General Accounting principles.

A triennial performance audit will be conducted as required by the Transportation Development Act.

Rev.2/27/2019

JOINT EXERCISE OF POWERS AGREEMENT
FOR THE
MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY

THIS AGREEMENT is made and entered into by and between those certain public agencies, hereinafter designated as "eligible public agencies," which have duly executed, pursuant to resolution or ordinance, a counterpart hereof, as follows:

ARTICLE 1. RECITALS

1.01 Presently Existing Agency. Each of the parties hereto is presently a member of the Monterey Peninsula Water Pollution Control Agency, hereinafter referred to as "MRWPCA," a joint powers agency formed in February 1972 by the cities of Monterey and Pacific Grove and the Seaside County Sanitation District. In April 1975 the City of Salinas and the County of Monterey became members of said MPWPCA. In February 1976 the three members of the Seaside County Sanitation District, namely, the cities of Del Rey Oaks, Sand City and Seaside, became individual members of the MPWPCA in place of said District.

1.02 MPWPCA Activities. MPWPCA has been actively involved in developing and implementing plants for regional sewerage facilities to serve the entire area of north Monterey County, California, as more specifically outlined in the North Monterey County Regional Water Pollution Control Project Financing Plan and Institutional Program, a report prepared by Bartle Wells Associates of San Francisco, California, and dated September 1976. Pursuant to such plans, MPWPCA has let out contracts and has applied for and received state and federal grants for the construction of such facilities.

1.03 Formation of Operating District - MRCSD. In early 1977 the cities of Monterey, Pacific Grove, Seaside, Del Rey Oaks, and Sand City and the County of Monterey acted to create the Monterey Regional County Sanitation District, hereinafter referred to as "MRCSD." The MRCSD was formed for the purpose of operating the sewage collection, treatment and disposal services for the cities within the district, as part of Stage 1 of the aforesaid regional project, and to become the eventual successor entity to the MPWPCA as the owner-operator of the regional facilities

constructed by MPWPCA. During 1978 the City of Salinas, the Castroville County Sanitation District and the Moss Landing County Sanitation District all acted to join and annex to the MRCSD.

1.04 Codify Prior Agreements; Supersede MPWPCA. It is the intent and desire of the parties, by this present Agreement, to clarify, up-date and codify the Joint Powers Agreement for the MPWPCA, which has been amended four times and which contains language and provisions which are no longer operable or applicable to the present circumstances. It is the intention of the MPWPCA and its member entities, all of which are parties to this Agreement, that the Agency created by this Agreement, the Monterey Regional Water Pollution Control Agency, shall supersede and in all manner and respects be the legal successor in interest of the MPWPCA, and as such successor, be legally entitled to all of the rights, entitlements and assets of, and subject to all of the duties and obligations of, the MPWPCA.

1.05 Joint Exercise of Powers. To that end, each of the parties hereto is a public agency duly authorized and empowered by law to contract for the joint exercise of powers under Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (Section 6500 et seq.), and the parties hereto further have and possess the common power and authorization to acquire, construct, maintain and operate facilities for the collection, transmission, treatment, disposal and reclamation of sewage and wastewater for the benefit of lands and inhabitants within their respective boundaries.

ARTICLE 2. CREATION OF AGENCY

2.01 Joint Powers Agency. In consideration of the mutual promises and covenants contained herein, there is hereby created by agreement of the parties hereto a Joint Powers Agency, with the powers and authority as hereinafter set forth.

2.02 Name of Agency. The Joint Powers Agency created hereby shall be known as and designated the "Monterey Regional Water Pollution Control Agency," hereinafter referred to as the "Agency."

2.03 Purpose; Successor to MPWPCA. The purpose of this Agreement is to create a separate public agency, as previously existed in the form of the MPWPCA, to undertake and implement the common power and authority of its members to study, plan for, design, construct and operate, to contract for same, regional wastewater treatment facilities for the area of North Monterey County, California. The Agency shall supersede and in all manner and respects be the legal successor in interest of the MPWPCA, and shall be legally entitled to all of the rights, entitlements and

assets of, and subject to all of the duties and obligations of, the MPWPCA. The Agency is to be construed as having been in continual existence since the inception of the MPWPCA, and no action taken by the MPWPCA is to be considered modified, amended or otherwise affected by this Agreement.

2.04 Powers. The Agency shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. The Agency shall have the power, in its own name, to do any and all of the following:

- a) To make and enter into contracts;
- b) To employ agents and employees and to contract for professional services;
- c) To acquire, convey, construct, manage, maintain and operate buildings, works and improvements;
- d) To acquire, hold and convey real and personal property;
- e) To sue and be sued in its own name;
- f) To incur debts, liabilities and obligations;
- g) To issue bonds, notes, warrants and other evidences of indebtedness to finance costs and expenses incidental to the projects of the Agency;
- h) To apply for and execute appropriate grants or contracts of financial assistance from state and federal agencies;
- i) To issue revenue bonds in accordance with the State of California statutes more specifically set forth in Article 5, Paragraph 5.01 hereinbelow;
- j) To levy and collect charges and fees for the use of and connection to the sewage and wastewater facilities owned or operated by the Agency, pursuant to the provisions of Article 4, Chapter 1, Part 3, Division 5 of the California Health and Safety Code (Section 5470 et seq.);
- k) To exercise the power of eminent domain and condemn any real property necessary to carry out the objects or purposes of the Agency; and
- l) To the extent not herein specifically provided for, to exercise any and all other powers common to the parties hereto.

To the extent not otherwise herein specifically provided for, the foregoing powers shall be exercised by the Agency in the manner and according to the methods provided in the laws applicable to a California county sanitation district, as set forth in the County Sanitation District Act (Health and Safety Code Section 4700 et seq.).

2.05 Separate Legal Entity. The Agency created hereby is a public entity duly formed and existing under the laws of the State of California, and is a legal entity separate and distinct from its member entities, the parties hereto. The debts, duties and obligations created pursuant to this Agreement shall be solely the obligation of the Agency and not those of its officers, employees, Board of Directors or the member agencies.

2.06 Eligible Public Agencies. The public agencies eligible to become parties to this Agreement and members of the Agency are specified as follows:

- a) The City of Del Rey Oaks;
- b) The City of Monterey;
- c) The City of Pacific Grove;
- d) The City of Salinas;
- e) The City of Sand City;
- f) The City of Seaside; and
- g) The County of Monterey.

An eligible public agency shall become a party hereto and a member of the Agency upon execution of this Agreement and any addenda, amendment or supplement thereto. The Agency may approve membership of other public agencies at any time, by a two-thirds (2/3) vote of the Board of Directors and upon such terms and conditions as the Agency may prescribe. Membership of the Agency shall be limited to the County of Monterey and incorporated cities and other public agencies within the county which have joined and been annexed to the MRCSD.

2.07 Service to Adjacent Territory. Unless otherwise determined by the Board of Directors, Agency services will be rendered only to sewered areas within its boundaries, connected through member entity systems (i.e., city, sanitation district, water district, county service area or military installation). Currently sewered unincorporated areas of Monterey County may be served through an interceptor or trunk constructed at the request of the County. Private agencies will only be connected to Agency facilities at their own expense and at the request of a member

public entity. Te Agency is intended to be a service agency only, having no role in the determination of land use or development, and the Agency will serve areas under the jurisdiction or sphere of influence (as determined by the Monterey County Local Agency Formation Commission) of a member entity only at the request of that entity.

2.08 Ex-Officio Members. The Board of Directors of the Agency, by a two-thirds (2/3) vote, may from time to time approve and permit ex-officio membership in the Agency. Such ex-officio members shall not be entitled to vote on Agency matters. Any references herein to a "member" of the Agency, shall, unless specifically designated otherwise, refer only to a regular, voting member of the Agency, and not to an ex-officio, non-voting member.

ARTICLE 3. ORGANIZATION

3.01 Board of Directors. The powers of the Agency shall be vested in and exercised by and through its governing body, known as the Board of Directors. The Board of Directors shall be composed of one representative from each member agency. Each member agency shall appoint one regular member and one alternate member to the Board of directors and shall notify the Agency in writing of their appointments or any change of representative. The representative shall be either an elected official or an officer or employee of the member agency, and shall serve solely at the pleasure of the governing body of the appointing member agency. All vacancies in the Board shall be filled in the same manner as the original appointment.

3.02 Meetings. The Board shall establish a time, place and date for its regular meetings. Regular meetings may be adjourned from time to time. Sspecial meetings may be called by the Chairman of the Board or by a majority of the members of the Board.

3.03 Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of Agency business.

3.04 Voting. Except as specifically otherwise provided herein, the vote of a majority of the members of the Board of Directors present at any regular, adjourned or special meeting shall be sufficient to pass and act upon any matter properly before the Agency, and each member of the Board shall have one vote; provided, however, that upon the call and request of any Board member, present and able to vote, and a quorum being present, a weighted voting formula shall apply for any vote to be taken by the Agency Board, with each member having one or more votes based upon the population of the city, district, agency or

unincorporated county area such member represents, as follows:

<u>Population</u>	<u>No. of Votes</u>
0 to 9,999	1
10,000 to 24,999	2
25,000 to 49,999	3
50,000 to 74,999	4
75,000 to 99,999	5
100,000 and above	6

For the purpose of determining the population of a city, district, agency or represented county area, the Agency shall consider the last official United States census or the California Finance Department population estimate, whichever is more recent for a particular area.

In determining such population basis, those portions of the population of a city, district, agency or represented county area which are attributable to and located on the U.S. Army Military Reservation at Fort Ord, California, shall not be included within the population computation of such city, district, agency or county area.

No action can be taken by the Agency Board to establish, incur or increase the financial obligation or liability of any member of the Agency without the unanimous vote of the Board members and the express ratification thereof by the legislative or governing body of each member entity whose financial obligation is so established or increased.

3.05 Officers. There shall be selected from the membership of the Board of Directors a chairman, a vice-chairman, who shall act in the absence of the chairman, and if the Agency has no manager as provided for in Section 3.06 hereinbelow, a secretary, and such other officers as the Board may deem necessary. Pursuant to Government Code Section 6505.5, the treasurer of the City of Monterey shall be the treasurer of the Agency, to be the depository and have custody of all money of the Agency from whatever source. Said treasurer shall have the powers and duties as set forth in said Section 6505.5, and the City of Monterey shall be compensated for said services. The auditor-controller of the City of Monterey shall be the auditor-controller of the Agency, and shall draw all warrants and pay demands against the Agency approved by the Agency Board or manager. The treasurer and auditor-controller hereby designated may be changed by consent of all board members. All officers shall serve for a term of one year from the date of their election or until their successors are elected. The chairman and vice-chairman are authorized to execute all documents in the name of the Agency, and the secretary is authorized to attest to the same.

3.06 Manager and Other Employees. The Board may employ a manager and such other employees and assistants as may be appropriate. Should the Board employ or appoint a manager, he shall be the chief administrative officer and shall assume such other duties and responsibilities as the Board may direct. The manager shall also serve as secretary to the Agency and shall have the power to certify Agency documents, as required by law. The manager and all other employees shall serve at the pleasure of the Board.

3.07 Public Meetings. All meetings of the Board shall be open to the public and shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, being Sections 54950 et seq. of the California Government Code.

3.08 Rules. The Board may adopt from time to time such rules and regulations for the conduct of its affairs as may be required.

ARTICLE 4. FINANCIAL PROVISIONS

4.01 Costs of Operation. All costs of operation of the Agency shall be received from:

- a) Revenues from fees and charges for the use of and connection to the sewage and wastewater facilities owned or operated by the Agency;
- b) Revenues from fees and charges levied or collected by the MRCSD, pursuant to written agreement between said MRCSD and the Agency;
- c) Grant funds received from the Environmental Protection Agency, the State Water Resources Control Board or from any other state or federal agencies; and
- d) Funds from the sale of revenue bonds issued by the Agency.

For the purposes of any election held regarding the issuance of bonds by the Agency, the boundaries of the Agency shall be deemed to be the same as the service area of the Agency, which includes only those areas within the MRCSD.

4.02 Limitation on Agency. The Agency shall have no power to incur any indebtedness, nor to enter into any contract, which may be a charge payable by any member hereunder, without the express consent of the governing body of such member. The Agency shall have no power to borrow money or issue bonds which will in

any way be a charge or lien on any member or any member's property.

4.03 No Liability of Member. No member shall be liable for any indebtedness of the Agency except that which is expressly consented to by its governing body. All persons dealing with the Agency shall be hereby notified that no member shall be liable for the debts of the Agency.

4.04 Subsequent Members. If determined by the Agency Board to be appropriate under the circumstances, members who join the Agency after money, property or services shall have been contributed by existing members may be required to reimburse the Agency the amount or value existing members have contributed which would be in excess of its chargeable share hereunder, including administrative and financing costs, had the new member been a member from the effective date of this Agreement. The Agency's calculation under this section shall be conclusive, and any reimbursement required hereunder shall be a condition to membership.

4.05 No Power to Tax. The Agency shall have no power to raise money by taxation or assessment.

4.06 Fiscal Year. The fiscal year of the Agency shall be from July 1 to June 30, following.

4.07 Accounting Procedures. Full books and accounts shall be maintained for the Agency in accordance with practices established by or consistent with those utilized by the Controller of the State of California for like public agencies (see Government Code Section 26909). In particular, the controller and treasurer of the Agency shall comply strictly with the requirements of the statutes governing joint powers agencies as set forth in Article 1, Chapter 5, Division 7, Title 1 of the Government Code (Section 16500 et seq.).

4.08 Audit. The auditor or controller of the Agency shall cause the accounts and records of the Agency to be audited annually in accordance with the provisions of California Government Code Section 6505, and copies of such audit report shall be filed with the Monterey County Auditor and each member of the Agency within six (6) months of the end of the fiscal year under examination.

4.09 Official Bonds. The manager and such other employees or agents as the Board may direct shall file an official bond in the amount determined by the Board. The cost of said bond(s) shall be borne by the Agency.

ARTICLE 5. BOND FINANCING

5.01 Revenue Bonds. The Agency shall have the power and authority to issue and sell revenue bonds in accordance with the procedures and requirements set forth in:

a) Article 2, Chapter 5, Division 7, title 1 of the California Government Code, commencing with Section 6540;

b) Chapter 6, Division 2, Title 5 of the California Government Code, commencing with Section 54300;

c) Chapter 5, Part 3, Division 5 of the California Health and Safety Code, commencing with Section 4950; and

d) Any other then-applicable law regarding or permitting the issuance of revenue bonds by a joint powers agency.

ARTICLE 6. PROPERTY RIGHTS

6.01 Agency Facilities. All facilities, assets and property acquired or constructed by the Agency shall be held in the name of the Agency for the benefit of its members in accordance with the terms of this Agreement; provided, however, that the Agency Board may determine, in its discretion, that such facilities, property or assets may more appropriately or beneficially be held in the name of the MRCSD, pursuant to written agreement with the Agency.

6.02 Collection Systems. Each member of the Agency reserves the right to retain ownership of, and responsibility for the operation and maintenance of, the sewer collection systems within their respective boundaries; provided, however, any member may enter into a contract with the Agency to have the Agency operate and/or own any portion or all of the member's collection system.

6.03 Transfer of Facilities Upon Dissolution. Upon termination of this Agreement and dissolution of the Agency as hereinafter provided for in Paragraph 7.02, the facilities, assets and property of the Agency shall be transferred and conveyed to the MRCSD or to such other successor entity as may be created hereafter by the members of the Agency to own and operate the regional wastewater sewerage facilities contemplated by this Agreement for the benefit of all lands and inhabitants within the boundaries of the Agency-MRCSD.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.01 Effective Date. This Agreement shall become effective and the Agency shall be created when the governing bodies of all seven (7) of the eligible public agencies listed in Paragraph 2.06 hereinabove shall have authorized execution of this Agreement.

7.02 Termination. This Agreement may be terminated and the Agency dissolved by a two-thirds (2/3) vote of the Board of Directors, ratified by two-thirds (2/3) of the member agencies; provided, however, that there shall be no termination and dissolution until any and all revenue bond debt incurred by the Agency for the construction or acquisition of its regional sewerage facilities has been fully amortized and retired or such debt is refinanced by the MRCSD or other successor entity.

7.03 Insurance for Tort Liability. Throughout the term of this Agreement the Agency shall maintain in force a comprehensive general and automobile liability insurance policy or policies, with minimum coverage of \$1,000,000, insuring the Agency, its employees and agents, from any loss, liability or claims arising out of or in any way connected with this Agreement or the operation of the Agency. In addition, in contemplation of the provisions of Government Code Section 895.2, imposing certain tort liability upon public entities which are parties to a joint powers agreement, such policies shall also name all parties to this Agreement as additional insureds, with such insurance coverage to be construed as primary insurance, and shall further provide that thirty (30) days' written notice be given to all additional insureds of cancellation or non-renewal of said policies.

7.04 Arbitration. If a dispute arises as to the construction, interpretation or implementation of any provision of this Agreement, the issues in dispute or matter requiring action shall be submitted to binding arbitration. For such purpose, an agreed arbitrator shall be selected by all members of the Board, or in the absence of such an agreement, the Board by majority vote shall select another arbitrator, and the two arbitrators so selected shall select a third arbitrator. The arbitrator or the three arbitrators acting as a panel, as the case may be, shall proceed to arbitrate the matter in accordance with the provisions of Title 9, Part 3, of the California Code of Civil Procedure.

7.05 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, agreements, appointments or designations hereunder shall be given in writing and addressed to the principal office of each member of the Agency.

7.06 Severability. If any one or more of the terms,

provisions, promises, covenants or conditions of this Agreement, or the application thereof to any member agency or circumstance, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. Each of the parties hereto hereby declares that it would have entered into this Agreement, and each term, provision, promise, covenant and condition thereof, irrespective of the fact that one or more terms, provisions, promises, covenants, or conditions, or the application thereof to any member agency or circumstance, be held invalid, unenforceable, void or voidable.

7.07 Amendment. This Agreement may not be amended without the consent of all existing members of the Agency at the time of amendment.

7.08 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

7.09 Assignment. The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

7.10 Additional Documents. the parties hereto agree upon request to execute, acknowledge and deliver all additional papers and documents necessary or desirable to carry out the intent of this Agreement.

7.11 Captions. Captions of the articles, sections and paragraphs of this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision contained herein.

IN WITNESS WHEREOF, the parties hereto, by and through their respective duly authorized representatives, have executed this Joint Exercise of Powers Agreement for the Monterey Regional Water Pollution Control Agency on the date so indicated.

ATTEST:

Joyce A. Dettman
Joyce A. Dettman, City Clerk

ATTEST:

Beth C. Lyons
Beth C. Lyons, City Clerk

ATTEST:

William S. Pitt
William S. Pitt, City Clerk

ATTEST:

Evelyn Reynolds
Evelyn Reynolds, City Clerk

CITY OF DEL REY OAKS

By Charles W. Benson
Charles W. Benson, Mayor

Dated: June 26, 1979.

CITY OF MONTEREY

By Gerald T. Fry
Gerald T. Fry, Mayor

Dated: June 27, 1979.

CITY OF PACIFIC GROVE

By Florus C. Williams
Florus C. Williams, Mayor

Dated: June 28, 1979.

CITY OF SALINAS

By Henry Hibino
Henry Hibino, Mayor

Dated: June 27, 1979.

ATTEST:

Belle Smith
Belle Smith, City Clerk

ATTEST:

Stanley H. Hall
Stanley H. Hall, City Clerk

ATTEST:

Ernest A. Maggini
Ernest A. Maggini, County Clerk

CITY OF SAND CITY

By David K. Pendergrass
David K. Pendergrass, Mayor

Dated: June 27, 1979.

CITY OF SEASIDE

By Stephen E. Ross
Stephen E. Ross, Mayor

Dated: June 27, 1979.

COUNTY OF MONTEREY

By Sam Farr
Sam Farr, Chairman of
Board of Supervisors

CASTROVILLE COUNTY SANITATION DIST.

By Rich Drown
Chairman of the Board of
Directors (Supervisors)

ATTEST:

Ernest A. Maggini
By: Nancy Lukensell,
Deputy

ATTEST:

Ernest A. Maggini
By: Nancy Lukensell,
Deputy

MOSS LANDING COUNTY SANITATION DIST.

By Rich Drown
Chairman of the Board of
Directors (Supervisors)

FORT ORD MILITARY RESERVATION

By Frederick Meurer
Lt. Col. Frederick Meurer
Director of Engineering and Housing

Dated: April 22, 1985

BORONDA COUNTY SANITATION DISTRICT

By Kimi Strode Kaufman
Chair of the Board of Directors
(Supervisors)

Dated: ~~May~~ June 2, 1987

ATTEST:

Ernest K. Morishita, Clerk
By Anne Arii,
Deputy

MARINA COUNTY WATER DISTRICT

By James E. Perrine
Chairman of the Board

ATTEST:

Dated: April 27, 1989

Cornie Shroyer

From: [Estefania Vargas](#)
To: [ROBERT CULLEN \(rcullen@farmersagent.com\)](mailto:rcullen@farmersagent.com)
Cc: [Erika Trujillo](#)
Subject: FW: Letter to Salinas Valley Solid Waste Authority and Term Sheet
Date: Friday, April 17, 2020 8:44:26 AM
Attachments: [image003.png](#)
[image005.png](#)
[image007.png](#)
[image009.png](#)
[image011.png](#)
[Terms and Conditions Letter and Term Sheet Sent to SVSWA 4.15.2020.pdf](#)

Robert,

Here it is in PDF once more, let me know if you have troubles I can send at least the term sheet in Word

Estefania Vargas

Executive Assistant

Office of the City Manager

200 Lincoln Avenue, Salinas, California 93901

estefaniav@ci.salinass.ca.us

P: (831) 758-7204 F: (831) 758-7368





City of Salinas

OFFICE OF THE MAYOR • 200 Lincoln Avenue • Salinas, California 93901 • (831) 758-7201 • Fax (831) 758-7368

April 15, 2020

Robert Cullen
SVSWA Board President
128 Sun Street, Ste. 101
Salinas, CA 93901

Dear Board President Cullen,

Attached is the list of terms and conditions for the City of Salinas to remain as a member of the Salinas Valley Solid Waste Authority. The first three items on the list, Governance, Sun Street Transfer Station and New Transfer Station are our top priorities.

For our rate payers to be equitably represented, the governance structure of the current board needs to be changed. The City of Salinas has three votes of the total nine board members, yet, we have 61% of the tonnage of waste. We think the realignment of the Board vote should be by tonnage contribution.

The Sun Street Transfer Station needs to be unconditionally closed by June 30, 2021. Last year you offered a closure date of June 2021. The citizen driven, Alisal Vibrancy Plan, acknowledges the facility is an impediment to economic development. The full development of the Alisal cannot be realized unless the transfer station is closed and removed. Several residents and business believe the transfer station is an environmental justice issue.

The City has been consistent on no new transfer station within the City; however, we recognize the need for a transfer station for self-haul. It can be located at a convenient site for Salinas customers while outside the City limits. We want to be part of those discussions. Development of housing is a top priority for us, any sites or land that is available within our City will be used for housing first, as is reflected in all our current plans.

We think decisions and an agreement can be reached in the next 30 days. That time frame allows each of us to make critical decisions for the upcoming fiscal year. We look forward to working through these issues. It's our goal to improve our partnership.

Sincerely,

Joe Gunter

Mayor
City of Salinas

Term Sheet - City of Salinas and the Solid Waste Authority

1. SVSWA Governance

- a. The Board vote shall be realigned to reflect the tonnage contribution by each of the Member Agencies.
- b. Agenda items including supplemental materials and presentations, shall be made available at least 72 hours prior to all Board and Committee meetings and remain posted on Authority's web site.

2. Sun Street Transfer Station

- a. SVSWA agrees unconditionally to close the Sun Street Transfer Station by June 30, 2021.
- b. SVSWA shall assume full responsibility for the sale of the property.
- c. All associated costs for environmental investigation and remediation as required by law and to transfer the property shall be the sole burden of the SVSWA.

3. New transfer facility

- a. The City recognizes the need for a new transfer station to accept self-haul, household hazardous waste (HHW) and franchised green waste (organics). The new transfer station shall be developed at a convenient site for Salinas customers while located outside the City limits.
- b. The City is to have direct input into design and operations standards of the transfer station regardless of location.
- c. Design shall include separate entry/scales and tip area for franchised green waste/organics tonnage delivered in packer trucks. There shall be no cost difference for franchised loads regardless whether delivered to the new transfer station or to SVSWA's compost facility.
- d. SVSWA to include drop-off for HHW and more annual HHW events within the City.

4. Financial disclosure and member benefits

- a. SVSWA shall demonstrate a direct tie between amounts paid by each Member Agency to the benefits derived. SVSWA shall agree to equalize expenses and benefits by proportioning these according to individual member tonnage.
- b. City shall require full and clear reporting and disclosure of all financial matters and the use of funds. A breakdown will be required of funds received and programs provided to each Member Agency.
- c. City requires that the amount of its share of the SVSWA liability be reconciled. While the SVSWA has estimated the sum to be \$56M, the City has determined its share to be substantially less. Additionally, the City requires SVSWA to fully reconcile each Member Agency's directly controlled franchised disposal tonnage

vs. total tonnage received for disposal from all sources (franchised, self-haul, outside contractors)

5. New transfer facility

- a. The City recognizes the need for a new transfer station to accept self-haul, household hazardous waste (HHW) and franchised green waste (organics). The new transfer station shall be developed at a convenient site for Salinas customers while located outside the City limits.
 - b. The City is to have direct input into design and operations standards of the transfer station regardless of location.
 - c. Design shall include separate entry/scales and tip area for franchised green waste/organics tonnage delivered in packer trucks. There shall be no cost difference for franchised loads regardless whether delivered to the new transfer station or to SVSWA's compost facility.
 - d. SVSWA to include drop-off for HHW and more annual HHW events within the City.
6. SVSWA to allow the City to direct its franchise hauler to deliver C&D materials to MRWMD for processing.
7. SVSWA to relax flow control such that the City may direct its franchise hauler to deliver MSW to MRWMD for disposal or processing, and the City shall continue directing its franchise hauler to deliver MSW for disposal. The allocation between MRWMD and JCL will be based on the most efficient routing by the City's franchise hauler for the use of either MWRMD or JCL. The City will guarantee a minimum of 30% of its franchised MSW will be delivered to JCL. SVSWA shall not add any markup, or any additional costs to tonnage the City directs to MRWMD.
8. City shall require franchised green waste be delivered to SVSWA's compost facility and/or transfer station. City shall increase payment for green waste and/or organic processing to a per ton tipping fee as agreed to between the City and SVSWA. The City agrees to adjust customer rates as appropriate to account for increased green waste and/or organic processing fees as may be paid to SVSWA. SVSWA agrees to adjust the AB939 fee accordingly such that it no longer compensates for the current discrepancy of green waste tipping fees.
9. SVSWA to relax flow control such that the City's franchise hauler has the option to deliver organics/food waste to any permitted facility.
10. SVSWA to coordinate with Republic to eliminate any overlap with regard to Legislative Compliant Programs including AB341, AB1826 and SB1383.



**ALESHIRE &
WYNDER LLP**
ATTORNEYS AT LAW

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ORANGE COUNTY | LOS ANGELES | RIVERSIDE | CENTRAL VALLEY

AWATTORNEYS.COM

Published 05/19/2020

May 18, 2020

VIA ELECTRONIC MAIL ONLY

Kevin D. Siegel, Esq.
ksiegel@bwslaw.com
Burke, Williams & Sorensen, LLP
1901 Harrison Street, Suite 900
Oakland, CA 94612-3501

Re: Conflict of Interest - Director De La Rosa,

Mr. Siegel:

We are in receipt of and have reviewed your letter dated May 6, 2020, on behalf of the City of Salinas. Among others, the letter raises certain factual and legal issues, including the exclusion of Director De La Rosa from a closed session of the Executive Committee and disputes with the analysis prepared by Lozano Smith in February of 2019 regarding conflicts of interest. Rather than getting into a costly and unproductive back and forth, suffice it to say that we disagree with your contentions within the May 6th letter regarding certain factual statements, what constitutes a conflict of interest and the applicable law cited within the Lozano Smith memo.

While it is each Director's independent obligation to recuse themselves when there is a conflict or similar disqualifying circumstances, we also work to help protect all Authority Directors from inadvertently getting into situations that could have significant consequences for them. As part of this process, we typically coordinate with the Board President, affected Director and/or Executive staff ahead of time as the circumstances allow. Additionally, in an effort to resolve legal concerns relating to potential conflicts of interest for the Directors from the City of Salinas, we have looked for a mechanism which would allow for appropriate participation. As a result, we have identified a path forward to potentially allow the Directors from the City of Salinas to participate in Authority matters involving the sale of the Sun Street transfer station and potential purchase of a portion of the Madison Lane transfer station property. This conclusion is based on the information currently provided to us, and the assumption that the government salary exception is the sole income interest the Directors from the City of Salinas may have regarding the Sun Street and Madison Lane properties. (See Government Code § 82030(b)(2).) We will advise you accordingly if circumstances change.

Please note that other laws may place restrictions on the Directors from the City of Salinas' participation depending on the circumstances. For example, their participation may be limited in the event there are ever certain Authority closed session agenda items relating to claims or potential litigation involving the City of Salinas as an adverse party, etc. In such circumstances there is generally no right of Directors from the City of Salinas to participate in such items. However, we remain hopeful that such a circumstance will not arise.

Please contact me if you would like to discuss this item in further detail.

Very truly yours,

ALESHIRE & WYNDER, LLP

Roy C. Santos
General Counsel

Direct No.: 510.903.8806
Our File No.: 06862-0006
ksiegel@bwslaw.com

May 6, 2020

VIA EMAIL AND FIRST CLASS MAIL

Roy C. Santos, General Counsel to
Salinas Valley Solid Waste Authority
Aleshire & Wynder LLP
2440 Tulare Street, Suite 410
Fresno, CA 93721
E-Mail: rsantos@awattorneys.com

Re: Salinas Valley Solid Waste Authority's Improper Exclusion of Director De
La Rosa, Appointed to the Board of Directors by the City of Salinas

Dear Mr. Santos:

My colleague Tom Brown and I have been retained by the City of Salinas ("Salinas") to address issues regarding Salinas Valley Solid Waste Authority's ("SVSWA" or "Authority") positions and actions relative to Salinas' appointed representatives to the SVSWA Board of Directors. We send this letter to you, in your capacity as General Counsel to the SVSWA (AKA "Authority Counsel"), to address these issues and to seek resolution thereof.

Please respond to us immediately, so that we can discuss how you will ensure that Director Gloria De La Rosa, one of three Salinas representatives on the SVSWA Board of Directors, is not unlawfully excluded from the Executive Committee meeting scheduled for May 7, 2020, 4:00 pm, as she was on April 22, 2020. Salinas City Attorney Christopher Callihan and I will make ourselves available for a phone call tomorrow to discuss, prior to the Executive Committee meeting.

I. INTRODUCTION

On April 22, 2020, a Salinas representative on the SVSWA Board of Directors, Gloria De La Rosa, was inexplicably disconnected from the SVSWA Executive Committee closed session meeting being conducted by Zoom (the audio-visual teleconferencing application). The action was apparently taken by the Board President, as the presiding officer, presumably in coordination with the General Manager and General Counsel.

Roy C. Santos, General Counsel to
Salinas Valley Solid Waste Authority
May 6, 2020
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The action was unjustified and unlawful, for myriad reasons.

To the extent that the responsible SVSWA actors believed that the former General Counsel's February 15, 2019 memorandum supported their action, the belief is not supported by any facts or law. That memorandum contends that Salinas' representatives on the SVSWA Board of Directors have disqualifying common law conflicts of interest since Salinas has notified the SVSWA of its intent to withdraw. But the common law conflicts of interest doctrine concerns an official's *personal* interests, which are not implicated. Further, the apparent concern the former General Counsel's memorandum attempts to address is whether Salinas' representatives have conflicts based on the doctrine of incompatible offices. But the Joint Exercise of Powers Act, case law, and Attorney General Opinions make clear that doctrine does not apply to Joint Powers Agencies.

Thus, the February 15, 2019 General Counsel memorandum provides no support for the action taken, and we are aware of neither facts nor law that could support any basis upon which the Board President, General Manager, General Counsel, and/or any other SVSWA actor could have determined that Director De La Rosa should be disqualified.

Further, the action did not comply with Robert's Rules of Order, which does not allow the presiding officer (nor the agency's staff or counsel) either to compel any board member to refrain from voting or to forcibly remove that board member based on a purported conflict.

Moreover, the improper effort to disqualify Salinas' representatives threatens to disenfranchise approximately 160,000 of SVSWA's constituents—the residents of the City of Salinas who would no longer have Salinas' representatives to represent their interests at the SVSWA.

As such, the Board President, General Manager, and General Counsel must remedy the error and take action to prevent a re-occurrence with respect to any of Salinas' three representatives on the SVSWA Board of Directors.

After you have had an opportunity to review the points and authorities set forth herein, please contact us to schedule a meeting so that we can work cooperatively towards an appropriate resolution.

Roy C. Santos, General Counsel to
Salinas Valley Solid Waste Authority
May 6, 2020
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II. BACKGROUND

A. Brief Overview of the SVSWA—a Joint Powers Agency Governed by, *inter alia*, the Joint Powers Agreement Among its Member Agencies, the Brown Act, and the SVSWA Code.

As you know, the SVSWA is a Joint Powers Agency, organized pursuant to the Joint Exercise of Powers Act (“JPA Act”), Government Code section 6500 *et seq.* Its member agencies include the Cities of Salinas, Gonzales, Greenfield, King, and Soledad and the County of Monterey (“JPA Members”). The JPA Members created the SVSWA by entering into a Joint Powers Agreement (“JPA Agreement”). The JPA Agreement sets forth, *inter alia*, (i) the purpose of the SVSWA, (ii) the rights and obligations of the JPA Members (including withdrawal), (iii) the membership of the Board of Directors (including the JPA Members’ right to appoint representatives to serve as members of the SVSWA Board of Directors), (iv) the appointment of Board counsel, and (v) the applicability of the Brown Act, Government Code section 54950 *et seq.*

Chapter Two of the Salinas Valley Solid Waste Authority Code (the “SVSWA Code”) governs, *inter alia*, (i) procedures for Board of Director meetings (including that Robert’s Rules apply), (ii) the authority and duties of the President of the Board of Directors, (iii) the appointment of an Executive Committee of the Board of Directors, (iv) the appointment of Authority Counsel, and (v) the authority and duties of the SVSWA’s Chief Administrative Officer (“CAO” or “General Manager”).¹

B. The Unsupported Opinion of the SVSWA’s General Counsel and Unjustified Actions Taken Against Director De La Rosa, a City of Salinas’ Representative to the Board of Directors, during the April 22, 2020 Executive Committee Meeting.

On December 6, 2019, the City of Salinas provided one-year notice of Salinas’ intent to withdraw, pursuant to paragraph 19(a) of the JPA Agreement (which provides for such one-year notices). Salinas later agreed to extend its earliest possible withdrawal date to June 30, 2020, the end of Salinas’ and SVSWA’s fiscal years.

By memorandum, dated February 15, 2019, which had been requested by the SVSWA’s General Manager, then-General Counsel Jim Sanchez offered opinions regarding the existence and scope of Salinas representatives’ purported conflicts of

¹ Of course, the SVSWA is also subject to other governing laws.

Roy C. Santos, General Counsel to
Salinas Valley Solid Waste Authority
May 6, 2020
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interest ("General Counsel Opinion"). The SVSWA published this General Counsel Opinion with its February 21, 2019 Agenda Packet (at page 200 *et seq.*).

The General Counsel Opinion expressly addresses the following issue (at page 1): "What are the procedural voting limitations imposed on Board Members from Salinas once Salinas provided a notice of intent to withdraw from the JPA." The General Counsel Opinion provides the following "Short Answer" (at pages 1-2):

Once Salinas provided a notice of intent to withdraw it triggered a one-year legal process through which the remaining Board Members are to exercise due diligence to prepare for the significant impacts of the possible withdrawal. The considerations include preparing for a restructured organization, perhaps a downsizing of staff, financial considerations, and the potential for litigation concerning the possible withdrawal.

JPA Section 19(b) expressly states that once Salinas provided the notice of intent, the remaining members are to meet and prepare appropriate JPA amendments to reflect the changed membership/structure. Additionally, the direct conflicts created by the impending withdrawal, particularly including potential litigation and discussions related to strategies to ensure the Authority is properly protected during the withdrawal process, necessitate the Salinas Board Members recuse themselves from any action, or deliberations concerning the notice of intent to withdraw or negotiations/actions related to that legal process. The Salinas Board Members should also not be apprised of information discussed in closed sessions regarding the withdrawal.

The General Counsel reached this conclusion based on the common law conflict of interest doctrine.

On February 20, 2019, the Salinas City Attorney sent a letter to the SVSWA Board of Directors, with copies to its General Counsel and General Manager. The Salinas City Attorney expressed disagreement with the General Counsel Opinion and explained several reasons therefor. The Salinas City Attorney further requested that the SVSWA confer with Salinas to seek a resolution of the SVSWA General Counsel's

Roy C. Santos, General Counsel to
Salinas Valley Solid Waste Authority
May 6, 2020
Page 5

contentions, and that the SVSWA defer taking action while the parties seek to resolve the issues.

Thereafter, Salinas representatives participated in open and closed sessions meetings of the SVSWA Board of Directors without any expressions of concern by the SVSWA General Counsel, Board President, or General Manager about any conflict of interest issue. This abruptly changed at the April 22, 2020 Executive Committee closed session.

The April 22, 2020 closed session agenda listed two items: (1) pursuant to Government Code section 54956.8, negotiations regarding potential “acquisition, lease, exchange or sale” of real property owned by the SVSWA, located at 135-139 Sun Street, Salinas, CA, and real property owned by Republic located at 1120 Madison Lane, Salinas, CA; and (2) pursuant to Government Code section 54957(a), consultation “with General Counsel, Roy C. Santos on the threat to public services and/or facilities consideration of tactical response plan consultation.”

A closed session Executive Committee meeting was scheduled for April 22, 2020, to be conducted by Zoom due to the Shelter-in-Place orders necessitated by the COVID-19 pandemic. Prior to the meeting, President Robert Cullen (who is the King City representative) informed Director De La Rosa of his opinion that she had a disqualifying conflict of interest. Director De La Rosa did not concur and did not agree to recuse herself. President Cullen did not follow-up with Ms. De La Rosa prior to the meeting; nor did the General Manager, or General Counsel. Nor did the Board President, General Manager, or General Counsel contact the Salinas City Attorney to discuss the propriety of Ms. De La Rosa’s participation—or any Salinas representatives’ participation—at the April 22, 2020 meeting or thereafter.

At the commencement of the Executive Committee meeting, Board President Cullen declared that Director De La Rosa had a disqualifying conflict of interest. Neither he nor the General Manager nor the General Counsel asked Director De La Rosa at the meeting whether she had considered or determined whether she had a conflict of interest, nor whether she would voluntarily recuse herself. Instead, she was abruptly disconnected from the Zoom meeting and precluded from participating.

On April 27, 2020, the Salinas City Attorney emailed the SVSWA General Counsel, expressing his understanding about what had transpired and seeking clarification about the events and rationales for the actions taken. The City Attorney closed his email as follows:

Roy C. Santos, General Counsel to
Salinas Valley Solid Waste Authority
May 6, 2020
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Please let me know the authority the Board President relied on in making the unilateral determination that he had the authority to prohibit an Executive Committee member from participating in this closed session meeting. If the determination was that Authority Board member De La Rosa had a disqualifying conflict of interest, which I understand to be the basis of his unilateral decision, please let me know the perceived basis for that disqualifying conflict of interest. As mentioned above, I am curious as to how, for this particular closed session, the Salinas representative was prohibited from participating when in previous meetings these two topics were on the agenda in nearly the same form and acted upon and included the Salinas representatives (March 26 and April 22).

Also, please let me know what was reported out from the Executive Committee's closed session meeting.

After you have had some time to think about these issues and gather the information, please let me know when you have some time to discuss. I am open most of Thursday and Friday of this week.

Thank you. Stay well.

You and the City Attorney thereafter exchanged emails but did not get into substantive discussions. As you have been informed, the Salinas City Attorney has retained Burke, Williams & Sorensen, LLP to help resolve this matter.

III. ANALYSIS

A. The SVSWA Lacked any Justification for Excluding Director De La Rosa from the April 22, 2020 Executive Committee Meeting.

While it should go without saying, Salinas has rights under the JPA Act and the JPA Agreement to have its representatives to the SVSWA Board of Directors participate in SVSWA Board meetings, and not to be improperly excluded based upon a decision made by SVSWA actors (e.g., the Board President, General Manager, and/or General Counsel) without appropriate consultation, inquiry, and appropriate legal and factual bases. (See, e.g., Gov. Code § 6508 [agencies forming Joint Powers Agency have right

Roy C. Santos, General Counsel to
Salinas Valley Solid Waste Authority
May 6, 2020
Page 7

to specify by agreement that their elected officials shall serve on the JPA's board of directors]; JPA Agreement, paras. 3, 4 [each member to the SVSWA has a right to appoint representatives who in turn have rights to participate and vote in Board meetings].) Salinas' representatives on the Board of Directors have associated rights to participate in SVSWA Board meetings, and not to be improperly excluded. (See also *DeGrassi v. Cook* (2002) 29 Cal.4th 333, 343 fn. 8 [Brown Act authorizes issuance of writ of mandate to remedy improper exclusion of elected official from public meeting]; *DeGrassi v. City of Glendora* (9th Cir. 2000) 207 F.3d 636, 646 [elected official's free speech rights are implicated by restrictions against participating in meetings]; cf. *Powell v. McCormack* (1969) 395 U.S. 486, 550 [elected representatives cannot be excluded for reasons not expressly authorized by law].)²

The SVSWA's exclusion of Director De La Rosa was not justified and unlawful. The action must be corrected and not repeated.

1. The General Counsel Opinion Does Not Identify a Justifiable Basis for Exclusion.

The February 15, 2019 General Counsel Opinion concludes that Salinas representatives have "direct conflicts [under the common law conflicts of interest doctrine] created by the impending withdrawal, particularly including potential litigation and discussions related to strategies to ensure the Authority is properly protected during the withdrawal process," and that the purported conflicts "necessitate [that] the Salinas Board Members recuse themselves from any action, or deliberations concerning the notice of intent to withdraw or negotiations/actions related to that legal process." The General Counsel opinion is fundamentally flawed, in both its analysis and conclusion.

The common law conflicts of interest doctrine addresses conflicts between an official's public obligations and his or her *private* interests (pecuniary or non-pecuniary). As the courts and the Attorney General have explained: "[T]he common law doctrine against conflicts of interest ... prohibits public officials from placing themselves in a position where their private, personal interests may conflict with their official duties." (*Clark v. City of Hermosa Beach* (1996) 48 Cal.App.4th 1152, 1171 [quoting 64

² Note also that the SVSWA Code does not authorize the Board President, General Manager, General Counsel or any other persons to exclude any board member. (See SVSWA Code, Article 2 [<https://svswa.org/government/authority-code/>].)

Roy C. Santos, General Counsel to
Salinas Valley Solid Waste Authority
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Ops.Cal.Atty.Gen. 795, 797 (1981) and also citing 70 Ops.Cal.Atty.Gen. 45, 47 (1987)]; see also *Noble v. City of Palo Alto* (1928) 89 Cal.App. 47, 51.)³

The General Counsel Opinion neither identifies nor addresses any private interest that any Salinas representative might have in connection with issues of concern (e.g., associated with the potential withdrawal of the City of Salinas from the SVSWA). Thus, the General Counsel's analysis and conclusion are inapt.

Further, the General Counsel Opinion attempts to analogize this situation to that considered by the California Attorney General in 101 Ops.Cal.Atty.Gen. 1 (2018) [18 Cal.Daily.Op.Service 3274, 2018 WL 1971010]. That reliance is misplaced.

The General Counsel accurately summarizes this Attorney General opinion. In short, the issues were (1) whether a city councilmember who is an attorney may advocate, as an attorney, on behalf of his or her clients with respect to matters in which the clients are adverse to the city, and (2) whether the city councilmember may participate in the city's decision-making with respect to the issues concerning the client. The Attorney General determined that each situation presented a conflict of interest that precluded advocacy and participation, respectively.

As a fundamental matter, 101 Ops.Cal.Atty.Gen. 1 concerned the councilmember's private interests and thus has no bearing on the issues at hand. In addition, the Attorney General's analysis was based on the Rules of Professional Conduct that govern an attorney's conduct. There is no such issue here. Accordingly, the General Counsel's attempt to apply 101 Ops.Cal.Atty.Gen. 1 to the question of Salinas representatives' right to participate in SVSWA meetings is fatally flawed.⁴

³ As the League of California Cities' Conflict of Interest Guide (2016) states at p. 116: "The common law conflict of interest is premised on the basic presumption that a 'public officer is impliedly bound to exercise the powers conferred on him with disinterested skill, zeal and diligence and primarily for the benefit of the public.'[fn] Thus, a decisionmaker should not be tempted by his or her own personal or pecuniary interest, and the doctrine will apply to situations involving a nonfinancial personal interest.[fn]." [Citing *Clark v. City of Hermosa Beach* and *Noble v. City of Palo Alto* in the footnotes.]

⁴ Similarly, the General Counsel Opinion has no basis to rely on *Hamilton v. Town of Los Gatos* (1989) 213 Cal.App.3d 1050, or *DeGrassi v. City of Glendora* (9th Cir. 2000) 207 F.3d 636.

At issue in *Hamilton* was a councilmember's conflict of interest due to a private financial interest. The conflicted councilmember had no right to learn about the contents of the closed session from which he had recused himself. There is no analogous conflict of interest at issue here, and *Hamilton* sheds no light on whether there is any basis to disqualify Salinas' representatives to the SVSWA.

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Accordingly, the General Counsel Opinion provided no support for disconnecting Director De La Rosa from the April 22, 2020 Executive Committee meeting.

2. The General Counsel Opinion Appears to Be Based on Concerns Underlying the Doctrine of Incompatible Offices; But that Doctrine also Does Not Apply, Pursuant to the JPA Act and Relevant Authorities.

It appears that purported conflict concern is actually based on the doctrine of incompatible offices. As the League of California Cities Conflict of Interest Guide (2016) states at p. 122: “The doctrine of incompatibility of office concerns the potential clash of two public offices held by a single official and potentially overlapping public duties. This is to be compared to the concept of conflicts of interest that involve a potential clash between an official’s private interest and his or her public duties.”⁵ But this doctrine is also inapplicable, pursuant to the Joint Exercise of Powers Act.

“There is nothing to prevent the Legislature ... from allowing, and even demanding, that an officer act in a dual capacity.” (*American Canyon Fire Protection Dist v. County of Napa* (1983) 141 Cal.App.3d 100, 104 [quoting *McClain v. County of Alameda* (1962) 209 Cal.App.2d 73, 79].) Indeed, when the Legislature codified the incompatible offices doctrine, they expressly provided that it may be overridden by statute. (Gov. § 1099(a) [“Offices are incompatible when any of the following circumstances are present, unless simultaneous holding of the particular offices is compelled or expressly authorized by law”].) As a recently published decision confirms: “Notwithstanding the conflict in duties and loyalties we have identified, Section 1099 does not deem offices beset by such a conflict incompatible if ‘simultaneous holding of

At issue in *DeGrassi* was active dispute between a city and a former councilmember who had been sued for slander based on comments she made as a councilmember. The councilmember alleged the city was obligated to defend and indemnify her, and that the city had improperly excluded her from closed sessions at which the council discussed these demands. The Ninth Circuit rejected her claims. In the passage to which the General Counsel Opinion alludes, the Court stated: “Because of the potential conflict between DeGrassi’s role as a Council member and her personal interest, it was reasonable for the Council to exclude her from its discussions concerning her request for a defense.” (*DeGrassi*, 207 F.3d at 646.) But the General Counsel’s Opinion does not cite to any conflict between the private interests of any Salinas representative to the SVSWA (and we are not aware of any), nor does it cite to any active dispute that could devolve into litigation between the SVSWA and Salinas’ representatives. Thus, *DeGrassi* is irrelevant.

⁵ The doctrine of incompatible offices is based in common law and has been codified at Government Code section 1099.

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the particular offices is compelled or expressly authorized by law.” (*People ex rel. Lacey v. Robles* (2020) 44 Cal.App.5th 804, 822 [quoting Gov. Code § 1099(a)].)

This is exactly what the Legislature has done in the Joint Exercise of Powers Act. Government Code section 6508 states in pertinent part:

The agency shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement. ...

The governing body of any agency having the power to sue or be sued in its own name, **created by an agreement** entered into after the amendment to this section at the 1969 Regular Session of the Legislature, **between parties composed exclusively of parties which are cities, counties, or public districts of this state**, irrespective of whether all such parties fall within the same category, **may as provided in such agreement, and in any ratio provided in the agreement, be composed exclusively of officials elected to one or more of the governing bodies of the parties** to such agreement....

The governing body so created shall be empowered to delegate its functions to an advisory body or administrative entity for the purposes of program development, policy formulation, or program implementation, provided, however, that any annual budget of the agency to which the delegation is made must be approved by the governing body of the Joint Powers Agency....
[Emphasis added.]

The Attorney General has explained that, pursuant to this statute:

- The incompatible offices doctrine does not apply to Joint Powers Agencies where the agreement that created the Agency provides for its governing board members to be elected officials from the member agencies. (78 Ops.Cal.Atty.Gen. 60 (1995) [1995 WL 114599].)
- Joint Powers Agency board members act, as all public agency board members do, by exercising their individual discretion to vote on matters before the Agency board as they see fit—whether that representative’s decision is consistent or inconsistent “with the position taken by the

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legislative body which appointed the member.” (83 Ops.Cal.Atty.Gen. 267 (2000) [2000 WL 1815701].)

- While a Joint Powers Agency board member is not bound to vote in accordance with the position taken by the member agency’s board and the representative’s constituents, it is, not surprisingly, expected that the board member commonly will. Indeed, the Attorney General opined, **“the Legislature intended a joint powers agency member’s loyalty to his or her constituency to be “a feature, not a bug,” of this system.** (19 Cal. Daily Op. Serv. 7461 (July 25, 2019) [2019 WL 3523679] [quoting *Lexin v. Super. Ct.* (2010) 47 Cal.4th 1050, 1090]; emphasis added.) In other words, **inherent in the JPA Act is the fundamental principle of representative democracy that elected officials will act to further the interests of the persons who have infused them with the authority and discretion to vote on matters affecting them.** (*Ibid.*)⁶

These authorities unequivocally demonstrate that the General Counsel Opinion has it backwards. The SVSWA Agreement expressly provides that its board shall be comprised of nine elected officials from the member agencies, three of whom shall be from Salinas. (Para. 3.) It also provides that, after a member agency provides notice of intent to withdraw, that agency’s board members shall not participate in certain board proceedings, to wit the preparation of an amendment to the JPA agreement. (Para. 19(b).) The Agreement does not preclude such board members from continuing to participate in other matters before the SVSWA Board. Thus, pursuant to the Joint Exercise of Powers Act, they have the right to continue to participate. Indeed, the General Counsel Opinion’s expressions of concern that the Salinas Board members cannot participate because they will likely vote in a manner that is consistent with the positions and interests of their constituents and the Salinas City Council is a “feature, not a bug,” of the Joint Exercise of Powers Act. (19 Cal. Daily Op. Serv. 7461 (July 25, 2019) [2019 WL 3523679].)⁷

⁶ These Attorney General opinions are cited in Westlaw’s Notes of Decision under the JPA Act, including under Government Code section 6508, and thus are readily accessible to guide attorneys advising Joint Powers Agencies and their board members.

⁷ Moreover, if the General Counsel Opinion were correct, each member agency’s appointed representative to the SVSWA Board of Directors would be disqualified whenever his or her member agency’s interests would be affected by the Board of Directors’ decision. That would be an absurd outcome, in contravention of the JPA Act.

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Accordingly, the General Counsel Opinion neither expressly nor impliedly addresses any basis for SVSWA actors (e.g., the Board President, General Manager, or General Counsel) to have disconnected Director De La Rosa from the April 22, 2020 Executive Committee meeting (which did not concern drafting an amendment to the SVSWA Agreement).

3. Director De La Rosa Was Improperly Disconnected from the April 22, 2020 Executive Committee Meeting.

Unfortunately, Director De La Rosa was disconnected from the April 22, 2020 Executive Committee meeting without appropriate consultation or explanation, as discussed above.⁸

Further, the SVWSA Code does not authorize the Board President, General Manager, General Counsel or any other person to exclude any board member based on their perception that the board member has a disqualifying conflict. (See Authority Code, Article 2 [<https://svswa.org/government/authority-code/>].) Nor does Robert's Rules of Order. Robert's Rules does not authorize the presiding officer (or any other board member, staff member, or counsel) to compel a board member not to vote or to forcibly remove the member from a meeting based on a perceived conflict. (See, e.g., RONR (11th ed.), p. 407 (Rule 45), pp. 448 – 452 (Rule 47).)

Instead, the Board President, General Manager, General Counsel, and/or others apparently discussed, in advance of the April 22, 2020 meeting, and decided—without Director De La Rosa's input, and perhaps in violation of the Brown Act—that she was disqualified from participating. Indeed, they provided Director De La Rosa no opportunity to determine whether to recuse herself. Clearly, that was an improper decision-making process.

As such, we can only presume that the decision to exclude Director De La Rosa—whether made and acted by the Board President, General Manager, General Counsel, or other meeting participants, or any combination of them—was based on the concerns or conclusions expressed in the February 15, 2019 General Counsel Opinion. However, as demonstrated above, the February 15, 2019 General Counsel Opinion

⁸ We presume that you, as General Counsel to the SVSWA and City Attorney to King City, have acted in accordance with your duties to each, and that you adhered to our ethical obligations and the Rules of Professional Conduct with respect to any counsel you provided SVSWA Board President Robert Cullen, who is also a King City councilmember.

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provided no basis for disconnecting Director De La Rosa from the April 22, 2020 Executive Committee meeting.

Further, we cannot think of any potentially lawful basis for the exclusion, and believe there is none.

4. The Board President, General Manager, and General Counsel Should Rectify the Situation.

The Board President, General Manager, and General Counsel must rectify the situation.

Salinas has a right under the Joint Exercise of Powers Act as well as under the JPA Agreement to have each of its representatives participate in SVSWA meetings. In addition, each of the Directors appointed by Salinas has an associated though independent right to participate in SVSWA Meetings. (See discussion at pp. 6-7, above.)

Further, neither the Authority Code nor Robert's Rules of Order authorize the Board President, General Manager, General Counsel or any other person to exclude any board member based on their perception that the board member has a disqualifying conflict. (See discussion at p. 12, above.)

Accordingly, we look forward to discussing with you how to rectify this situation and prevent a re-occurrence.

B. With Respect to Future Meetings, if any SVSWA Official or Employee Believes any Representative Should Recuse Himself or Herself, They Should Investigate the Facts and Law and Consult with the Interested Parties.

Going forward, the SVSWA must properly investigate the facts, evaluate relevant law, and follow appropriate protocols, including by consulting with interested parties. By doing so, the SVSWA can ensure that the rights of all interested persons and entities—including its constituents, member agencies, are Board Members, are honored.

Accordingly, with respect to the Executive Committee meeting scheduled for tomorrow, May 7, 2020, at 4:00 pm, the SVSWA must not repeat its unlawful exclusion of Director De La Rosa.

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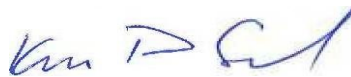
IV. CONCLUSION

The Board President, as the presiding officer at the April 22, 2020 Executive Committee meeting, General Manager, and/or General Counsel committed a clear violation of law. We look forward to discussing this matter with you, so that the SVSWA can remedy the error and prevent any reoccurrence, with respect to any of Salinas' three representatives on the SVSWA Board of Directors.

Please contact the City Attorney and me immediately so that we can discuss how you will ensure such unlawful activity is not repeated at the Executive Committee meeting scheduled for 4:00 pm tomorrow or thereafter.

Sincerely,

Burke, Williams & Sorensen, LLP



Kevin D. Siegel

KDS:lam

cc: SVSWA Board of Directors (rcullen@farmersagent.com; gloriad@ci.salinas.ca; Lopezcm@co.monterey.ca.us; john.villegas@ci.salinas.ca.us; josephg@ci.salinas.ca.us; mlara@cityofsoledad.com; dtipton@ci.greenfield.ca.us; district2@co.monterey.ca.us; lsilva@ci.gonzales.ca.us)
Patrick Mathews, General Manager, SVSWA (patrickm@svswa.org)
Christopher Callihan, Salinas City Attorney (chrisc@ci.salinas.ca.us)
Ray Corpuz, Salinas City Manager (ray.corpuz@ci.salinas.ca.us)



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

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

February 20, 2020

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

Re: R3 Consulting Group Report Prepared on Behalf of the City of Salinas

Dear Mayor Gunter and Council Members:

Salinas Valley Solid Waste Authority ("SVSWA") received the City of Salinas' Notice of Intent to Withdraw from the SVSWA in December of 2018. As you know, this poses a potential significant disruption to our agency and rate payers, which requires planning on our part. The City of Salinas ("City") retained R3 Consulting Group ("R3") and paid them one hundred sixty-nine thousand nine hundred fifty dollars (\$169,950.00) to prepare a detailed report addressing the following tasks:

- (1) Post-Collection Facility Options;
- (2) SVSWA Options and Summary Report;
- (3) Revised/Amended Franchise Agreement;
- (4) Management of Franchise Agreement; and
- (5) Memorandum of Understanding (MOU) and General Consulting Solid Waste Services.

Both the City's elected officials and staff repeatedly represented to the public and SVSWA that the report being prepared by R3 would be released to the public for review upon its completion. However, despite the report's apparent completion, to date the report has not been made available to the public or SVSWA. In fact, the SVSWA Board of Directors were informed by Council Member Villegas at its January 2020 meeting that the City was not going to release the report to the public. However, at the February 6th meeting of the Executive Committee, Council Member De La Rosa stated that she participated in a meeting with the City Manager, Mayor and consultant [R3] to discuss the report, but that it is not ready for release to SVSWA. She assured the Executive Committee that the report will be released when its ready.

Whatever the content of the R3 report, this should not dictate whether the City releases the report to the public. Further, you informed your fellow Salinas Valley Mayors that the City would provide elected officials from the various cities a high-level overview of the R3 report findings upon their request to the City. As such, we request the City release the report (or at a minimum those sections of the report specific to Salinas' decision on SVSWA membership withdrawal) and any presentation materials already received by the City Council members from City staff or R3. If the City intends to continue withholding the R3 report or any related Council member presentation

materials from public disclosure, we request the City provide the legal basis for its refusal to disclose information related this publicly financed report.

In addition, it is our current understanding that the City has not officially approved withdrawal at this time; rather, the City is interested in negotiating with SVSWA regarding remaining a member of the Authority. It is important for an open and honest negotiation that the public have the information contained within or related to the R3 report as part of developing a collaborative community solution.

The goal of SVSWA remains the same, to provide its member agencies and their citizens with the best and most fiscally sustainable recycling and solid waste services possible. I look forward to hearing from you regarding this issue. Please feel free to contact me if you have any questions.

Sincerely,



Robert Cullen, Board President
Salinas Valley Solid Waste Authority

cc: Salinas City Council



March 13, 2020

Robert Cullen

President

Salinas Valley Solid Waste Authority

128 Sun Street, Ste. 101

Salinas, California 93901

This letter is in response to your letter of February 20, 2020

On August 7, 2018 the City Council approved a resolution supporting collaboration between Salinas Valley Solid Waste Authority (SVSWA) and the Monterey Regional Waste Management District (MRWMD) to leverage their resources to improve the overall system of solid waste processing and landfills in the County and address State regulations. The Board of Supervisors passed an MOU in support of collaboration on July 17, 2018. There was not much progress over the following months to create a partnership between SVSWA and MRWMD to address solid waste management with a more efficient county-wide approach. Nor was there progress on relocating the Sun Street Transfer Station outside the City. On November 20, 2019 the City passed the resolution to provide a one-year notice to withdraw from the Salinas Valley Solid Waste Authority Joint Powers Authority. The notice provides the City an opportunity to continue the process of determining the most efficient and economical method of delivering waste disposal and diversion services to the Salinas community. Our rate payer residents and businesses are our primary priority.

We approved an agreement with R3 Consulting Groups to review all our options for solid waste including staying with SVSWA or direct hauling all waste to another facility. In all scenarios, we unequivocally support the removal of the Sun Street Transfer Station. This was reaffirmed by residents as part of the Alisal Vibrancy Plan. Businesses, residents and community groups are



City of Salinas

OFFICE OF THE MAYOR • 200 Lincoln Avenue • Salinas, California 93901 • (831) 758-7201 • Fax (831) 758-7368

concerned about the environmental justice of the location of the current transfer station. This requirement also assumes no site for a transfer station or self-haul facility in the City of Salinas. The R3 report includes specific information on services, fees, and rates. The report is in draft form. The City Attorney has been the depository for all the reports and related information. The draft report does not have to be released under current laws. The information is also attorney client privileged. Initially, there was some thought some portions of the report could be released. But given the complexity and sensitivity of the information the report will not be released.

We look forward to meeting with you. We are committed to constructive and positive discussions that will provide solutions for our rate payers.

Sincerely,

Joe Gunter

Mayor

City of Salinas

cc: City Council

City Manager

Salinas Valley Solid Waste Authority Board

General Manager/CAO, Salinas Valley Recycles

SVR Agenda Item - View Ahead 2020

Item No. 14

	Jun	Jul	Aug	Sep	Oct	Nov
A						
1	Minutes	MEETINGS RECESS	Minutes	Minutes	Minutes	Minutes
2	Claims/Financials (EC)		May Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3	Member Agencies Activities Report		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4	CCPP Supplemental Appropriation (EC)		June 30 Cash & Investments Report (EC)	New FY Grants & CIP Budget (EC)	September 30 Cash & Investments Report	3rd Qtr. Tonnage & Diversion Report
5	Award School Assembly Program Agreement		Member Agencies Activities Report	Annual Franchise Haulers Performance Rapt	BD/EC Meetings Schedule	Fund Balance Reserves (EC)
6	Award Litter Abatement Agreement to Hope Services (SSST)		2nd Qtr. Tonnage & Diversion Report	Update on Gloria/Iverson Rd. Project	2018-2019 SVR Annual Report	Annual County Used Oil Report
7	Amnd No. 1 Agreement w/ISM Solar		Recycling Recognition	Board Policy Updates (EC)	Audit Report Previous FY (EC)	Recycling Recognition
8	Amnd. 1 Agreement w/GLA		Employee of the Year Recognition		GM Evaluation (EC)	New Officers Nominating Committee
9	Award Litter Abatement Agreement to Social Vocational Services (So. Co.)		Annual Tonnage & Diversion Performance Report			
10	Social Media Campaign					
11	Recycling Recognition					
12	Recycling Recognition					
13	SSTS Relocation Project update (EC)					
14	Update on the COS Notice of Withdrawal (EC)					
15	Real Property Negotiations					
16	Threat to Public Services and/or Facilities					
17						
18						

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