



SUPPLEMENTAL MATERIAL WAS ADDED TO THE BOARD OF DIRECTORS

June 18, 2020
AGENDA PACKET

Pertaining to the following Scheduled Items:

06/16/2020

GENERAL MANAGER/CAO COMMENTS

- A.** Article: *Waste Dive*, "5 key pandemic trends from the solid waste industry's Q1 earning reports"
- B.** Memorandum: Monterey Regional Waste Management District Director of Finance and Administration, June 12, 2020
- C.** Memorandum: Monterey Regional Waste Management District Human Resources Manager, June 12, 2020

ITEM NO. 13 UPDATE ON SUN STREET TRANSFER STATION RELOCATION PROJECT
Power Point Presentation Added

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



AGENDA Regular Meeting

BOARD OF DIRECTORS

June 18, 2020 6:00 p.m.

128 Sun Street, Suite 101, Salinas, California

Important Notice on Page 2

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.

CONSENT AGENDA:

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

1. [Minutes of the May 21, 2020 Special Meeting](#)
2. [April 2020 Claims and Financial Reports](#)
3. [Member and Interagency Activities Report for May 2020 and Upcoming Events](#)
4. [A Resolution Approving Supplemental Appropriation of \\$21,720 for CalRecycle's Beverage Container Recycling City/County Payment Program 2019-20](#)
5. [A Resolution Approving a Professional Service Agreement with Douglas Nolan, dba Rock Steady Juggling for the School Assembly Program in an Amount Not to Exceed \\$50,000](#)
6. [A Resolution Approving a Professional Service Agreement with Hope Services Inc. for Materials Processing and Litter Abatement at the Sun Street Transfer Station in the amount of \\$389,423 for a Two-Year Agreement with Two Optional 1 Year Extensions](#)
7. [A Resolution Approving Amendment No. 1 to the Crazy Horse Landfill Solar Development Memorandum of Understanding \(MOU\) with Watershed Solar Development, LLC \(formerly known as ISM Solar Solutions\)](#)

8. [A Resolution Approving Amendment No. 1 Authorizing a Two-Year Extension to the Professional Services Agreement with Geo-Logic Associates to Provide Groundwater Monitoring Services in an Amount of \\$201,334](#)
9. [A Resolution Approving a Professional Service Agreement with Social Vocational Services Inc. for Materials Processing and Litter Abatement at the Johnson Canyon Landfill for an Amount of \\$172,618 for Two-Years with Two Optional One-Year Extensions](#)
10. [A Resolution Authorizing the Purchase of One Used LP 1400 Vertical Mixer K1035 For the Organics Diversion Program to Kirby Manufactory Inc. for an Amount of \\$53,873.92](#)
11. [A Resolution Authorizing the Purchase of One Used 2013 John Deere 8360R Tractor for the Organics Diversion Program to Pacific Ag Rentals of Salinas for an Amount of \\$107,750.00](#)

PRESENTATION

12. [RECYCLING RECOGNITION](#)
 - A. Receive Report from Mandy Brooks, Resource Recovery Manager
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action – None; Informational Only

CONSIDERATION

13. [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
14. [UPDATE ON THE CITY OF SALINAS' ONE YEAR NOTICE OF INTENT TO WITHDRAWAL FROM THE JOINT POWERS AGREEMENT WITH THE SALINAS VALLEY SOLID WASTE AUTHORITY](#)
 - A. Receive Report from 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

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

CLOSED SESSION

Receive public comment from audience before entering into closed session:

16. 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

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, June 12, 2020**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, **Thursday, August 20, 2020**. Staff reports for the Authority Board meetings are available for review at: ► Salinas Valley Solid Waste Authority: 128 Sun Street, Ste. 101, Salinas, CA 93901, Phone 831-775-3000 ► Web Site: www.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.*



5 key pandemic trends from the solid waste industry's Q1 earnings reports

Results are in for seven publicly-traded North American companies, and it's clear the industry is resilient. Many questions remain about adapting to volume shifts and recovery prospects.

By Cole Rosengren, E.A. Crunden

Published May 13, 2020

Now that Q1 reports are in from all publicly-traded solid waste companies, it is clear that operations remain stable amid the coronavirus pandemic, both financially and logistically. But companies have also seen significant shifts that could endure for months. Annual guidance has largely been suspended, with significant uncertainty about what comes next.

In addition to our same-day coverage of earnings reports from the big four North American players – Waste Management, Republic Services, Waste Connections and GFL Environmental – Waste Dive has been tracking other solid waste companies as usual. Multiple trends are clear when also factoring in reports from Advanced Disposal Services, Casella Waste Systems and Covanta.

Lost volumes are coming back, but it will be gradual and incomplete

- Waste Management reported a 20% decline in third-party landfill volumes and a 16% decline in commercial volumes during April. While the company is seeing signs for early optimism, CEO Jim Fish repeatedly noted the unpredictability

of commercial business going forward. "I just don't know what happens with schools, what happens with airlines. And of course, that whole hospitality space is a massive question at this point," he said.

- Republic Services similarly reported declines (April container and third-party landfill volumes were down 20%) but thought the worst had likely passed. Executives recognized some customers will not return, but did not offer any ranges for how many.
- Waste Connections saw overall volumes drop by 12% in April, driven by much higher decreases in the Northeast and Canada. The company had its own reasons for early hope in terms of business activity picking back up, but CEO Worthing Jackman emphasized this outlook was "not assuming anything about getting back to prior levels."
- GFL Environmental reported an 8.7% decline in solid waste revenue for April, year-over-year, driven in large part by significant effects in Canadian cities — Montreal and Toronto saw double-digit volume decreases starting in March. In one sign of a possible turnaround, CEO Patrick Dovigi said hotels in major Canadian cities that might normally be serviced three or four times per week (and had declined to one) were back up to two.
- Advanced Disposal Services reported "experiencing volume declines in all of its lines of business except residential due to deteriorating macroeconomic conditions and stay-at-home orders resulting from the COVID-19 pandemic." While the company didn't break out percentages in its quarterly filing, it reported multimillion dollar revenue effects across all regional segments.

- Casella Waste Systems reported smaller disruptions during Q1, with overall revenues only down 0.9% in April, but has seen effects nonetheless. Revenues were down more notably for commercial and roll-off collection, as well as disposal, when excluding the effects of recent acquisitions. April landfill tonnages were down 22%, due in part to a major drop-off in New York volumes. The company reported positive landfill trends in late April, but CFO Ned Coletta said it was "a little early to fully understand what that means."
- Despite a mostly positive first quarter, Covanta reported ongoing pressure on commercial MSW volumes, along with profile waste due to shifts in the automotive industry and other sectors. Profile waste volumes are down 15-20%, according to CEO Steve Jones. The company is facing downward pressure on roughly 30% of its waste revenue, he said. Covanta is also looking at internalizing some of the 200,000 tons typically sent to third parties for disposal. Jones estimated backfilling commercial and industrial volumes with "lower price alternative waste sources" is reducing tip fee revenue by \$5 million per month.

Residential volume increases are putting pressure on some business models

- Waste Management reported a 25% uptick in residential waste volumes and the issue came up repeatedly during the company's earnings call as an area that will be addressed with municipalities, because 75% of its business is under some form of contract. "I mean look, nobody signed up for 25-plus-or-minus percent increases in residential volumes," said COO John Morris, adding that with more people expected to continue working from home "this is a key focal area for us."

- Republic Services CEO Don Slager said now that the company had emerged from a stabilization period in April, it would begin engaging with municipalities for some financial recognition that residential weights were up 15% for the month.
- GFL Environmental saw residential volumes rise by as much as 15% in some parts of Canada and Michigan. While the Canadian business is tonnage-based, and about 40% of the U.S. business is on a subscription basis, the company will try to recoup higher costs for the rest. "Given what we experienced in 2018 with the recycling, I'm going to say it would be all additive and bonus if we were able to get something," said Dovigi.
- Waste Connections didn't call out notable residential issues, in part because much of the company's municipal work is done under franchise contracts with regular rate reviews. Casella reported residential volumes were up around 15% from March, and does 75% of that business on a subscription basis, but wasn't immediately focused on price increases as this was believed to track with seasonal trends.
- Covanta did not report the same significant uptick in residential volumes noted by other companies, but Jones said the company is currently leaning on its long-term municipal contracts, many of which are based on processing residential waste. Jones noted tip fee revenues associated with residential waste have "remained strong," in a break from the downward trends associated with commercial and industrial volumes.

The industry can flex costs quickly and work leaner

- Every hauler reported some amount of reduced spending on overtime, travel, fuel and numerous other areas. Waste Connections and Casella reported some furloughs or layoffs.

Limiting or freezing hiring, along with salary increases, was also reported across multiple companies.

- Companies with a larger proportion of landfill assets reported plans to ramp down capital expenditures for new cell construction as projected lifespans extend due to volume declines. Waste Management is planning a 10% cut in annual spending and Republic outlined a similar reduction in "growth capital." Waste Connections anticipates a 20% reduction.
- GFL Environmental may have a smaller portion of landfill assets, but executives said they've still identified \$100 million in planned spending on fleet replacements and other needs that can be cut "if we need to." While Casella's portfolio is smaller, with certain landfill closure or expansion projects already well underway, the company also found an estimated \$10 million in "discretionary capital expenditures" to freeze for the year.
- Covanta was among the first companies to announce cost-saving measures in April as the pandemic took hold. The company cut its dividend to save \$90 million and initiated another \$15-30 million in cost reductions. This included temporary compensation reductions for executive leadership and support employees, some furloughs and a hiring freeze.

M&A and expansion activity may be delayed, but continues

- Waste Management, like others, reported the M&A process had been delayed for its own acquisition of Advanced by weeks or more due to logistical factors. Republic continues to anticipate hitting a \$600-650 million target for the year, with a deal to buy Santek Waste Services on track, and Slager said "we think it'll still be a good year for us in the M&A department." Waste Connections didn't share any projections, but Jackman said

multiple deals are in the works and "the level of activity really hasn't changed for us."

- GFL already spent \$1.13 billion Canadian dollars on M&A in Q1 and said more deals are in the works. Dovigi noted some sellers may decide it's not worth trying to survive another downturn and thinks valuations may change for "bronze" and "silver" level companies.
- Casella has completed four smaller acquisitions to date, with a focus on expanding its New York presence, but expects a temporary pause. Still, CEO John Casella said he sees "a great runway in front of us to create a lot more value over the next few years as we continue to grow."
- Covanta is in early negotiations with Pasco County, Florida for an incinerator expansion, which Jones called "a positive sign on the potential for domestic growth and of our strong position in the market." He also noted active discussions with two or three other local governments.

No one really knows what comes next

- GFL doesn't anticipate permanent impairment to its commercial business, but expects a complicated path back. "I think our governments are struggling on actually how to reopen," said Dovigi. "It was easy to shut it down, but I think they're trying to understand how they actually reopen. But we are seeing material upticks in people now wanting to get their service back online."
- "While it's impossible to predict if we are at the bottom, we have seen several key indicators, such as commercial and industrial service level changes, the number of roll-off pulls and landfill tons, begin to stabilize and, in some cases, improve over the last several weeks," said Coletta about Casella's outlook.

- Republic was among the industry's most optimistic, but executives recognized that could all change. "If we get into a double dip, right, because we have a reemergence at broad scale and have widespread sheltering in place in the fall, that would be a different scenario," said President Jon Vander Ark, noting projections rely on the bottom not being as bad as expected and business picking back up into Q3.
- Waste Management's Fish was frank during his earnings call and other media appearances about "the big unknown" around commercial business projections. "How are these small businesses going to recover from this? Are they going to recover? How many of them will choose to just throw in the towel?" he asked. "[T]he piece that I think all waste companies are going to really have to kind of get our heads around is what happens to small business because it is unprecedented that you take the entire \$23 trillion U.S. economy and shut it down."

Recommended Reading:

WASTE DIVE

Major waste industry companies highlight coronavirus challenges in Q1 earnings reports [🔗](#)

WASTE DIVE

2019 earnings coverage for US waste and recycling companies [🔗](#)

FY 2020/21 FINAL BUDGET

Published 6/16/2020

Memorandum – Director of Finance & Administration

DATE: June 12, 2020
TO: Board of Directors
FROM: Director of Finance & Administration
SUBJECT: Final Budget for Fiscal Year 2020/2021

RECOMMENDATION: That the Board approve the Final Budget for Fiscal Year 2020/2021.

Enclosed for your review is the Final Budget for Fiscal Year (FY) 2020/2021. Staff is requesting that the Board of Directors approve this budget.

Just prior to the emergence of the COVID-19 pandemic, District staff developed a draft budget anticipating a year of building upon recent progress in several areas. These areas include improvements to the new Materials Recovery Facility operations, development of infrastructure that positions the District to deliver on its mission and meet upcoming industry mandates, and investments in building every employee's sense of purpose at the District.

Then came the coronavirus. After State and County Shelter in Place orders were issued, the District shuttered the Last Chance Mercantile store and implemented extensive procedures designed to keep our employees safe while they perform essential work. In late March disposal tons began to drop and by April revenues dipped to 22% below normal. Then in May volumes showed some recovery, resulting in revenues equal to 15% below averages. For context, May's results represent a deeper drop than the District experienced during the Great Recession. At this time, staff cannot predict the impacts of either the progression of the pandemic or changes to the guidance provided by public health officials.

Instead, staff is presenting now what it views to be a cautious budget to start the year. While we remain hopeful that life, and business, will return to normal quickly, staff believes this budget positions the District to manage a realistic reduction in disposal volumes. Staff plans to monitor District financial conditions closely and will recommend adjustments to this budget throughout the coming year should things change.

As previously discussed with the Board, the difference between the pre-COVID draft budget and this version is a drop in revenue of over \$5.5M. Staff has responded with a proposed reduction in operating costs of over \$4M. These reductions are gained through a combination of the following measures: 1) staff reductions made possible by voluntary retirements and certain operational changes; 2) wage cuts taken by the General Manager and Directors; 3) wage increase deferrals agreed to by all District Managers; 4) aggressive cuts to non-personnel spending; and, 5) targeted layoffs and hiring freezes. Further discussion of the impact of these changes follows in this budget document.

Finally, the proposed increases in the District tip fees and Single Stream Recyclables Processing fee will help to offset the impact of the projected pandemic-related business contraction.

FY 2020/21 FINAL BUDGET

For FY20/21, staff estimates Revenues to be \$32,464,000. This is a decrease of \$4,085,000 (11%) compared to the FY19/20 Budget and is due to the following factors:

- \$1,256,000 decrease (5%) in disposal fees, primarily due to expected reductions in material volumes originating from within Monterey County.
- \$1,622,000 decrease (22%) in MRF revenues, including commodities sales, processing fees and contamination disposal fees, primarily due to lower commodities prices.
- \$800,000 decrease in Last Chance Mercantile revenue, due to the temporary closure as the District explores ways to reopen under conditions that are both safe and financially sustainable.
- \$397,000 decrease in projected power revenue resulting from a recalibration of estimates to align more accurately with recent experiences.

Operating Expenses for FY20/21 are projected to be \$30,649,000. This is a decrease of \$2,934,000 (9%) from the FY19/20 Budget. Personnel expenses decrease by \$1.9M (12%). Please see the accompanying memorandum from the HR Manager for details on personnel changes. Non-personnel expenses are projected to decrease \$1M, or 6% compared to the FY19/20 Budget.

Non-Operating Revenues/Expenses for FY20/21 equals \$1,306,000, which includes interest expense on the 2015 and 2018 Revenue Bonds at \$2,164,000, equipment lease interest expense of \$36,000 for 2017 and 2018 equipment lease arrangements, and income from leases, investments and other charges equal to \$894,000.

Capital Outlay requests equal \$7,686,000, a decrease of over \$6.7M from the FY19/20 Budget and a reduction of \$3.3M (30%) from the pre-COVID draft budget. Mobile Equipment investments for the year include the replacement of a 2007 Cat 386 compactor (\$1.3M), replacement of a 2010 excavator (\$350,000) that was originally budgeted in FY19/20, and replacement of a service truck (\$90,000) used by the Equipment Maintenance shop. Three additional pieces of equipment and one pick-up truck initially identified for replacement in this budget year have been deferred to FY21/22, avoiding \$655,000 of capital spending. Capital Improvement projects include completion of the Biogas Conditioning System project, which will result in a positive \$1M net of CEC grant funds, development work on landfill Module 7 (\$3M) and roadway paving and improvements (\$1.1M) associated with the Scale E addition to the facility. The Capital Improvements Project budget has been reduced by \$2.7M from the pre-COVID budget by downsizing projects and/or deferring them to future years.

Net Income is projected at \$509,000.

Cash provided by operations for FY20/21 is estimated at \$5,079,000 (Net Income less Depreciation and Amortization and Closure/Post Closure Costs). Unrestricted Cash Reserves are projected to total \$24,668,000, which is made up a Cash Operating Expense Reserve of \$5,216,000, \$5,968,000 in remaining of 2018 Revenue Bond funds, and an additional, undesignated balance of \$13,484,000.

The Bond Debt Service Ratio calculated for FY20/21 is 1.36, which is above the Bond Covenant of 1.25.



Peter K. Skinner, Director of Finance & Administration

FY 2020/21 FINAL BUDGET

Published 6/16/2020

Memorandum – Human Resources Manager

DATE: June 12, 2020
TO: Board of Directors
FROM: Human Resources Manager
SUBJECT: Final Employee Total Compensation Budget for Fiscal Year 2020/21

RECOMMENDATION: That the Board approve the Final Employee Total Compensation Budget that is part of the Final Budget for Fiscal Year 2020/21

The Employee Total Compensation Budget, that is part of the Final Budget for FY 2020/21, includes wages and benefits expenses for 116 employees, or 115.25 full time equivalents (FTEs) and totals \$14,058,000. In comparison, the current FY Employee Total Compensation Budget included 143.75 FTEs and totaled \$15,971,000 (12% more). This represents a 20% reduction in FTE's on a year to year comparison. The decrease is necessary due to the negative financial impacts of COVID-19 on the District's finances and the resulting projected revenue shortfall for FY 2020/21, as described in the Final Budget for Fiscal Year 2020/21.

2020 Voluntary Early Retirement Incentive (VERI)

The implementation of the 2020 Voluntary Early Retirement Incentive (VERI) Program was a key cost-savings measure for personnel cost reductions and resulted in 14 voluntary retirements from various departments as shown here:

Department	2020 Voluntary Early Retirement Incentive (VERI)
ACT	Accounting Technician
ADM	Executive Assistant/Board Clerk
LCM	LCM/HHW Manager
LCM	Sales Associate
LCM	Sales Assistant
LCM	Recycling Attendant
MRF	MRF Manager
MRF	Sorter I
MRF-MT	MRF Maintenance Tech
PUB	Pub Ed & Outreach Coord.
SCL	Scales Supervisor
SCL	Weighmaster
SHP	Maintenance Shop Assistant
SHP	Heavy Equip Tech III

FY 2020/21 FINAL BUDGET

Several of the vacated positions will be eliminated, resulting in a reduction of 9.5 FTEs from the 2020 VERI Program.

Reductions in Pay, Layoffs and Workforce Restructuring

While the VERI Program helped moderate the impact of the revenue shortfall, the cost-savings achieved are not sufficient to meet budgetary requirements. To contribute additional cost-savings to the budget, the General Manager offered a 10% reduction in his pay and the Directors offered an additional 5% reduction in their pay. The Management unit also agreed to defer a negotiated July wage increase (COLA) for up to one year. Until the first week of June, staff's budget assumed all employees would agree to this wage deferral, which would have netted the additional cost-savings needed. Regrettably, all three of the Operating Engineers Local 3 (OE3) bargaining units voted against Management's proposal to freeze the 3.5% payrate increases (COLA) that are due on July 1, 2020, in accordance with the respective MOUs. This decision by the OE3 bargaining groups, forced staff to seek the additional necessary savings in the form of layoffs.

With the elimination of 9.5 FTEs resulting from VERI retirements, there were only a few options for further workforce reductions from District essential services. Current vacancies were eliminated first, before considering non-essential District operations. The Last Chance Mercantile has been closed since mid-March due to the County closure order of non-essential businesses and after initial evaluation of prior years' financials, the requirements for reopening and the projected revenues after COVID-19, Staff determined that the viability of that operation required further evaluation. It was decided to keep the LCM closed through the end of the year, layoff the staff and use the time to explore options for optimizing that operation.

In all, the staffing budget is reduced by 28.5 FTEs from vacant positions, VERI retirements and layoffs as shown on the attached Organization Chart (Attachment A) and below:

VERI Retirements Remaining Vacant: 9.5 FTEs
Vacant Positions: 4.0 FTEs
Layoffs 15.0 FTEs (11 from closure of LCM)

Full Time Equivalent (FTE)				
DEPT	2019/20	2020/21	Headcount	CHANGE
ADMIN	4.00	3.00	3.00	-1.0
COMM/PUB ED	3.00	2.00	2.00	-1.0
ENG	2.00	2.00	2.00	
FIN/ACCT	5.00	5.00	5.00	
HR	3.00	3.00	3.00	
HHW	4.00	4.00	4.00	
LANDFILL	10.00	9.00	9.00	-1.0
LCM	15.00	0.00	0.00	-15.0
LFG	3.00	3.00	3.00	
MAINT SHOP	11.00	10.00	10.00	-1.0
MRF MAINT	9.00	8.00	8.00	-1.0
MRF OPS	56.00	50.00	50.00	-6.0
SAFETY	1.75	1.75	2.00	
SCALES	6.00	4.50	5.00	-1.5
SITE OPS	11.00	10.00	10.00	-1.0
	143.75	115.25	116.00	-28.5

Impact of the Workforce Reduction on Continuing Operations: The overall reductions in workforce is spread over various departments for minimal impact. The following operational changes will be implemented to minimize the impact on the remaining staff.

- ADMIN - After evaluating the administrative support needs of the Administration Department, it was determined that two part-time positions suffice to meet the business need at this time. The Administrative Support Specialist II will continue to perform the duties within her role at half-time and assume the responsibilities of the Board Clerk at half-time (and with out-of-class pay) until the business need changes.
- COMM/PUB ED - Onsite tours, public education at fairs and outreach to the local schools had already been cancelled for the year and the remaining staff will primarily focus on internal and external communications.
- LANDFILL – The position eliminated is one of two supervisors. The Manager and remaining supervisor will assume responsibility for the day-to-day operation. Additionally, a Site & Facilities Supervisor will provide back-up support, if necessary.
- HHW - With the retirement of the LCM/HHW Manager, the Site Operations Manager will assume responsibility for management and supervision of the HHW Department (with four (4) employees). The Site Operations Manager will receive a 5% payrate increase.
- MAINT SHOP – The position vacated by retirement is that of Shop Assistant and primarily had responsibility for cleaning around the shop and grounds. The work that can be deferred will be deferred and any critical work will be shared by the remaining staff.
- MRF OPS – The Assistant MRF Manager will be appointed Interim MRF Manager with the retirement of the MRF Manager. There is a training opportunity for the MRF employees to make better use of the Time & Attendance System to automate a lot of manual work being done currently by the MRF Manager. Also, there is an opportunity for the administrative assistant to provide greater clerical support to the Interim MRF Manager that would enable the Interim MRF Manager to focus on running the day-to-day operation. Additionally, recent operational changes and the pending installation of the MRF equipment upgrade are expected to create additional efficiencies and allow for the decrease of a few more positions.
- MRF MAINT – A Tech I position is being eliminated, as the new MRF Sorting Equipment requires higher-skilled labor at this time. A second Tech II position will be vacated by retirement and that position will be backfilled with a Sr. Tech who will provide greater expertise and technical support to the team.

Employment Taxes and Benefits:

Please refer to the *Operating Expense Accounts, Section 2. Taxes and Benefits*, found on page 16 of this budget document for all other personnel-related expenses, included in the Employee Total Compensation Budget.

STRATEGIC PLAN

The 2020/21 Staffing Plan described above supports the District's strategic objectives of ***utilizing an intentional and mindful process in the recruitment, development and growth of our people and building a high-performance team.*** It is central to the District's mission of ***"Turning Waste into Resources in the most***

FY 2020/21 FINAL BUDGET

cost-effective and environmentally sound manner” and necessary to assist the District’s member agencies in accomplishing the state’s Public Policy recycling and waste diversion goals.


FINANCIAL IMPACT

The financial impact to the District’s budget is estimated to be a \$3.2M reduction in personnel costs compared to the District’s Pre-COVID-19 draft budget.

CONCLUSION

Staff requests your approval of the Employee Compensation & Benefits Budget for FY 2020/21 in the amount of \$14,058,000 to support the District’s mission.

Sincerely,


Berta R. Torres, Human Resources Manager

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
BOARD SPECIAL MEETING
MAY 21, 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
County of Monterey	John M. Phillips
City of Salinas	Joseph D. Gunter
City of Gonzales	Elizabeth Silva
City of Soledad	Marisela Lara
City of Greenfield	Andrew Tipton
City of King	Robert Cullen, President

The following Board Directors were absent:

City of Salinas	Gloria De La Rosa, Vice President
City of Salinas	John "Tony" Villegas

Staff Member Present (at location):

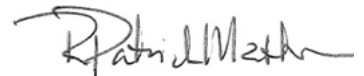
Patrick Mathews, General Manager/CAO
Cesar Zuñiga, Asst. GM/Operations Manager
Estela Gutierrez, Resource Recovery Technician
Erika J. Trujillo, Clerk of the Board

Via Teleconference

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

ITEM NO. 1

Agenda Item



General Manager/CAO

R. Santos by E.T.

General Counsel Approval

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) General Manager/CAO Mathews provided an update on the Authority's actions and impacts related to COVID-9. He indicated that revenues are down eight to nine percent compared to last year, but still ahead from the projected budget. Full staff levels are being phased back while maintaining 40% in-office staffing levels and the remaining teleworking or out in the field.

DEPARTMENT MANAGER COMMENTS

(4:05) Asst. General Manager/Operations Manager Zuñiga indicated that high levels of self-haul customers are still being seen at the Sun Street Transfer Station and the South County facilities.

Mr. Zuniga reported on the pre-bid meeting held on May 7 for the Gloria-Iverson-Johnson Canyon Road project indicated the request for bids are due the 21st of May, with the notice to proceed expected to be released in early July.

BOARD DIRECTORS COMMENTS

(4:06) Alt. Vice President Lopez commented on the consideration by the County of Monterey Board of Supervisors to submit an attestation to the state to allow to move into full stage two for the Governor's Roadmap to re-open.

(4:08) President Cullen reminded the public to submit their comments to comments@svswa.org related to items on the Consent Agenda.

PUBLIC COMMENT

(4:09) None

A. DISCUSSION ON FUTURE MEETINGS SCHEDULE

(4:10) General Manager/CAO Mathews inquired about the desire of the Board to continue holding the monthly meetings via teleconference and at an earlier time than previously approved.

Public Comment: None

Board Discussion: The Board discussed the schedule for future meetings.

Motion: By Consensus the Board agreed to keep the June meeting scheduled at 6 p.m. and to be conducted via Zoom teleconference.

CONSENT AGENDA (4:16)

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. Resolution No. 2020-19 Establishing the Investment Policy
6. Resolution No. 2020-20 Approving Amendment No. 2 Authorizing a One-Year Extension to the Professional Services Agreement with AdManor, Inc for Marketing Services in an Amount No to Exceed \$100,000
7. Resolution No. 2020-21 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. Resolution No. 2020-22 Authorizing the Purchase of One Used Caterpillar D6T Waste Handler Dozer from Marcel Equipment for an Amount of \$301,700
9. Resolution No. 2020-23 Approving the Bid Award to Sacramento Drilling Inc. for the Johnson Canyon Landfill Gas Well Drilling Services in the Amount of \$73,300.00

Public Comment: None

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

Votes: Motion carried 7,0

Ayes: Cullen, Lopez, Gunter, Silva, Lara, Tipton, Phillips

Noes: None

Abstain: None

Absent: De La Rosa, Villegas

PRESENTATION

10. WALLY-WASTE-NOT AWARDS

(4:17) Resource Recovery Manager Brooks provided a brief introduction of the Wally-Waste-Not Awards presentation by indicating that due to COVID-19 only four schools out of the 12 that applied were able to successfully complete the program. Mrs. Brooks introduced Resource Recovery Technician, Estela Gutierrez. Ms. Gutierrez provided a presentation on the four schools that completed the program and each received the award that included a \$2,000 check.

Board Comment: The Board discussed the presentation commending the schools for their achievement.

Public Comment: None

Motion: None; Informational Only

CONSIDERATION

11. RESOLUTION NO. 2020-24 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

(4:39) Resource Recovery Manager Brooks provided a brief report on the data from the refrigerated truck purchased for the Food Bank with grant money received by the Authority in April 2018. She indicated that with the current global pandemic, the Food Bank has seen the demand for food quadruple. The purchase of a second refrigerated truck would assist the Food Bank in meeting the increased demand, as well as help meet the SB 1383 mandate by increasing the recovery of edible food and diverting it from the landfill.

(4:42) President Cullen reminded the public to submit their comments to comments@svswa.org.

Board Comment: The Board discussed the report.

Public Comment: None

Motion: Alt. Vice President Lopez made a motion to adopt Resolution No. 2020-24. Director Silva seconded the motion.

Votes: Motion carried 7,0

Ayes: Cullen, Lopez, Gunter, Silva, Lara, Tipton, Phillips

Noes: None

Abstain: None

Absent: De La Rosa, Villegas

12. UPDATE ON SUN STREET TRANSFER STATION RELOCATION PROJECT

(4:46) General Manager/CAO Mathews reported the first meeting between the City of Salinas staff to discuss the Madison Lane Project. The meeting attended by the Salinas City Manager, Public Works Director, Engineer, Authority Asst. General Manager, Finance and Administration Manager, and General Manager/CAO. They reviewed the tentative staff proposed schedule and the project components needed for completion. Mr. Mathews indicated that the completion of the project will take approximately two years with the full commitment of all parties involved [City of Salinas, Republic Services and County of Monterey and SVSWA]. Initial steps by Authority staff are being taken, such as the revision of the project description and the scope of work for the California Environmental Quality Act study. Authority staff is looking forward to its initial discussions with Republic Services to get the project started and to receive Republic's initial thoughts and input on the proposed schedule of activities

Board Comment: The Board discussed the report.
Public Comment: None
Motion: None; Informational Only

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

(5:54) President Cullen reported on the May 15 meeting between the City of Salinas Mayor, City Manager, the Authority's Alt. Vice President Lopez, General Manager, and himself to discuss the Madison Lane project and the move of the Sun Street Transfer Station, amongst other issues. He reviewed the agenda from the meeting, and indicated there have been some differences of opinion between the City of Salinas Attorney and the Authority General Counsel in terms of participations during closed session of members of the City of Salinas to discuss the terms and conditions provided by the City of Salinas to the Authority related to the One Year Notice of Withdrawal from the Joint Powers Agreement. President Cullen reported the legal issues need to be resolved to continue moving forward. General Manager/CAO Mathews indicated the timeline for the project had been provided to Republic Services.

General Counsel: Mr. Santos indicated a teleconference call between Kevin Siegel with Burke, Williams & Sorensen, LLP retained by the City of Salinas, the City of Salinas Attorney Chris Callihan and himself took place earlier in the day regarding some issues related to conflict of interest. He indicated the call was very productive, however, there are some pending legal issues that still need to be resolved and might require professional opinion from the Fair Political Practices Commission, who handles all conflict of interests and governs all elected officials. Mr. Santos indicated next steps are to wait for a confirming letter from Mr. Siegel regarding the teleconference and that Mr. Callihan would follow up on one item relating to the proposal that would bring resolution to the issue related Executive Committee meeting. He would report back to the Board once further information would become available.

Board Comments: The Board discussed the report.
Public Comments: None
Motion: None; Informational Only

FUTURE AGENDA ITEMS

14. AGENDA ITEMS – VIEW AHEAD SCHEDULE

(5:09) The Board reviewed the future agenda items.

CLOSED SESSION

(5:11) President Cullen indicated there was no information to discuss under Item No 16. President Cullen invited public comment related to Item No. 15.

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

Public Comment: None

(5:12) President Cullen adjourned the meeting to closed session to discuss Item No. 15.

RECONVENE

(5:32) President Cullen reconvened the meeting to open session with no reportable actions taken in closed session.

ADJOURNED

(5:33) President Cullen adjourned the meeting.

APPROVED: _____
Robert Cullen, President

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



Report to the Executive Committee

ITEM NO. 2

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 18, 2020

From: C. Ray Hendricks, Finance and Administration Manager

Title: April 2020 Claims and Financial Reports

RECOMMENDATIONS

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

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of April for a summary of the Authority's financial position as of April 30, 2020. The following are highlights of the Authority's financial activity for the month of April.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of April 2020, operating revenues exceeded expenditures by \$801,604. Fiscal year 2019-20 to date operating revenues exceeded expenditures by \$4,249,857.

Revenues (Consolidated Statement of Revenues and Expenditures)

After ten months of the fiscal year, (83.3% of the fiscal year), revenues total \$19,034,758 or 91.9% of the total annual revenues forecast of \$20,712,305. April Tipping Fees totaled \$12,600,694 or 94.3% of the forecasted total of \$13,357,500.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of April 30, 2020 (83.3% of the fiscal year), year-to-date operating expenditures totaled \$14,784,901. This is 77.8% of the operating budget of \$19,000,500.

Capital Project Expenditures (Consolidated CIP Expenditures Report)

For the month of April 2020, capital project expenditures totaled \$119,677. \$46,930 was for the Organics Program. \$25,133 was for the JC Module 7 Engineering and Construction. \$24,231 was for the CH Postclosure Maintenance.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of April 2020 is attached for review and acceptance. April disbursements total \$1,088,633.55 of which \$462,212.98 was paid from the payroll checking account for payroll and payroll related benefits.

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

Vendor	Services	Amount
Vision Recycling	March All Sites Greenwaste Processing	\$95,694.05
Ca. Dept. of Tax & Fee Adm.	Quarterly Landfill Tonnage Fee	\$69,704.60

Cash Balances

The Authority's cash position increased \$460,909.03 during April to \$30,228,259.94. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below.

Restricted by Legal Agreements:

Johnson Canyon Closure Fund	4,785,735.99
State & Federal Grants	(161,311.14)
BNY - Bond 2014A Payment	-
BNY - Bond 2014B Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	97,662.67
Employee Unreimbursed Medical Claims	10,586.40

Committed by Board Policy:

AB939 Services	240,678.04
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)	8,601,995.25

Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	616,866.81
Lewis Road Post Closure	101,704.90
Jolon Road Post Closure	62,917.89
Capital Improvement Projects	5,456,069.08

Available for Operations:

2,763,623.20

Total

30,228,259.94

ATTACHMENTS

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

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 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	1,181,976	12,600,694	94.3 %	756,806	0	756,806
Tipping Fees - Surcharge	1,421,775	137,250	1,194,852	84.0 %	226,923	0	226,923
Tipping Fees - Diverted Materials	2,236,430	221,605	2,138,726	95.6 %	97,704	0	97,704
AB939 Service Fee	2,733,000	227,750	2,277,500	83.3 %	455,500	0	455,500
Charges for Services	130,800	5,293	109,924	84.0 %	20,876	0	20,876
Sales of Materials	267,800	5,551	158,448	59.2 %	109,352	0	109,352
Gas Royalties	265,000	0	220,315	83.1 %	44,685	0	44,685
Investment Earnings	300,000	101,727	326,229	108.7 %	(26,229)	0	(26,229)
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	1,881,151	19,034,758	91.9 %	1,677,547	0	1,677,547
<u>Expense Summary</u>							
Executive Administration	498,300	39,399	359,478	72.1 %	138,822	41,596	97,226
Administrative Support	425,500	31,389	378,037	88.8 %	47,463	23,807	23,655
Human Resources Administration	217,800	14,272	150,024	68.9 %	67,776	2,757	65,019
Clerk of the Board	186,300	10,893	123,463	66.3 %	62,837	3,873	58,964
Finance Administration	779,100	28,483	508,819	65.3 %	270,281	2,357	267,924
Operations Administration	512,100	21,184	316,516	61.8 %	195,584	2,850	192,734
Resource Recovery	1,008,670	57,923	698,132	69.2 %	310,538	7,626	302,911
Marketing	77,500	4,510	50,908	65.7 %	26,592	26,174	418
Public Education	219,630	39,953	151,066	68.8 %	68,564	27,327	41,236
Household Hazardous Waste	880,900	48,838	538,395	61.1 %	342,505	108,094	234,410
C & D Diversion	136,000	0	76,958	56.6 %	59,042	0	59,042
Organics Diversion	1,303,800	102,699	974,758	74.8 %	329,042	154,248	174,795
Diversion Services	24,000	1,950	17,250	71.9 %	6,750	4,700	2,050

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 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	654,400	45,654	441,819	67.5 %	212,581	72,634	139,947
JR Recycling Operations	169,500	9,310	93,463	55.1 %	76,038	0	76,038
SS Disposal Operations	1,147,700	72,450	881,145	76.8 %	266,555	82,686	183,869
SS Transfer Operations	1,405,000	112,035	1,179,970	84.0 %	225,030	194,688	30,341
SS Recycling Operations	726,600	37,581	502,342	69.1 %	224,258	40,499	183,759
JC Landfill Operations	2,973,100	208,057	2,158,423	72.6 %	814,677	393,743	420,934
JC Recycling Operations	491,100	22,994	272,584	55.5 %	218,516	13,027	205,490
Johnson Canyon ECS	370,300	55,356	264,163	71.3 %	106,137	53,834	52,303
Sun Street ECS	156,100	501	74,143	47.5 %	81,958	12,296	69,661
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	27,005	288,724	92.5 %	23,276	0	23,276
Cell Construction Set-Aside	975,000	87,112	934,369	95.8 %	40,631	0	40,631
Total Expense	19,000,500	1,079,547	14,784,901	77.8 %	4,215,599	1,268,818	2,946,782
Revenue Over/(Under) Expenses	1,711,805	801,604	4,249,857	248.3 %	(2,538,052)	(1,268,818)	(1,269,235)

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending April 30, 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	24,231	342,633	61.2 %	217,367	64,787	152,580
Total Fund 131 - Crazy Horse Closure Fund	959,500	24,231	342,633	35.7 %	616,867	64,787	552,080
<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	9,356	168,295	71.6 %	66,705	31,207	35,498
Total Fund 141 - Lewis Road Closure Fund	270,000	9,356	168,295	62.3 %	101,705	31,207	70,498
<u>Fund 161 - Jolon Road Closure Fund</u>							
161 9604 JR Postclosure Maintenance	260,000	1,888	197,082	75.8 %	62,918	13,568	49,350
Total Fund 161 - Jolon Road Closure Fund	260,000	1,888	197,082	75.8 %	62,918	13,568	49,350
<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	0	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	0	6,294	46.4 %	7,281	0	7,281
211 9256 Cal Recycle - 2018-19 CCPP	21,848	0	12,573	57.5 %	9,275	0	9,275
Total Fund 211 - Grants	675,807	0	303,982	45.0 %	371,825	2,350	369,475

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending April 30, 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	8,424	57,634	29.7 %	136,207	121,417	14,790
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	46,930	620,183	73.0 %	229,817	268,927	(39,109)
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	3,415	3,415	5.6 %	57,927	0	57,927
800 9507 JC Corrective Action	225,000	0	0	0.0 %	225,000	0	225,000
800 9526 JC Equipment Replacement	643,708	0	158,484	24.6 %	485,224	0	485,224
800 9527 JC Module 7 Engineering and Construction	2,674,088	25,133	2,509,608	93.8 %	164,480	79,833	84,647
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	300	25,032	6.0 %	388,826	20,016	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	84,202	3,407,127	43.0 %	4,521,700	490,193	4,031,507
Total CIP Expenditures	10,879,477	119,677	4,419,119	40.6 %	6,460,359	937,500	5,522,858

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2020 to 4/30/2020

Check #		Check Date	Amount	Check Total
20-00521-DFT	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION QUARTERLY BOE PAYMENT	4/24/2020	69,704.60	69,704.60
24606	AGRI-FRAME, INC ALL SITES VEHICLE AND FACILITY SUPPLIES	4/17/2020	214.59	214.59
24607	AMERICAN SUPPLY CO. ALL SITES JANITORIAL SUPPLIES	4/17/2020	1,146.73	1,146.73
24608	ASBURY ENVIRONMENTAL SERVICES HHW DISPOSAL	4/17/2020	330.00	330.00
24609	AT&T SERVICES INC HHW TELEPHONE SERVICES JC TELEPHONE SERVICES	4/17/2020	385.09 189.38	574.47
24610	ATLAS COPCO USA HOLDINGS INC JC ECS MAINTENANCE SUPPLIES	4/17/2020	28,230.38	28,230.38
24611	BC LABORATORIES, INC LABORATORY ANALYTICAL TESTING	4/17/2020	1,773.09	1,773.09
24612	CALIFORNIA LIVE FLOORS, INC, SS VEHICLE MAINTENANCE	4/17/2020	2,323.90	2,323.90
24613	CALIFORNIA WATER SERVICE SS & JR WATER SERVICE	4/17/2020	431.14	431.14
24614	CASCADE NETS INC SS FACILITY MAINTENANCE	4/17/2020	2,619.00	2,619.00
24615	CITY OF GONZALES MONTHLY HOSTING FEE	4/17/2020	20,833.33	20,833.33
24616	COAST COUNTIES TRUCK & EQUIPMENT CO. SS VEHICLE MAINTENANCE SUPPLIES	4/17/2020	3,273.13	3,273.13
24617	CSC OF SALINAS/YUMA ALL SITES VEHICLE MAINTENANCE SS VEHICLE MAINTENANCE	4/17/2020	243.28 4,137.81	4,381.09
24618	CUTTING EDGE SUPPLY JC EQUIPMENT MAINTENANCE JC ORGANICS MAINTENANCE SUPPLIES	4/17/2020	265.85 72.41	338.26
24619	DOUGLAS NOLAN SCHOOL ASSEMBLY PROGRAM	4/17/2020	9,250.00	9,250.00
24620	EAST BAY TIRE CO. ALL SITES VEHICLE MAINTENANCE	4/17/2020	276.74	276.74
24621	EDGES ELECTRICAL GROUP, LLC JC ORGANICS MAINTENANCE SUPPLIES	4/17/2020	220.62	220.62
24622	FERGUSON ENTERPRISES INC #795 JC MAINTENANCE SUPPLIES	4/17/2020	4,302.33	4,302.33
24623	FIRST ALARM JC SECURITY SERVICES	4/17/2020	70.00	70.00
24624	FULL STEAM STAFFING LLC JR CONTRACT LABOR	4/17/2020	2,633.73	2,633.73

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2020 to 4/30/2020

Check #		Check Date	Amount	Check Total
24625	GOLDEN STATE TRUCK & TRAILER REPAIR ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	4/17/2020	11,797.97	11,797.97
24628	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES JC ORGANICS FACILITY MAINTENANCE SS VEHICLE MAINTENANCE	4/17/2020	332.64 38.95 64.89	436.48
24630	GONZALES TIRE & AUTO SUPPLY JR & JC VEHICLE MAINTENANCE	4/17/2020	89.09	89.09
24631	GRAINGER JC MAINTENANCE SUPPLIES	4/17/2020	591.05	591.05
24632	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES JRTS FACILITY MAINTENANCE	4/17/2020	303.39 174.08	477.47
24633	GREEN VALLEY INDUSTRIAL SUPPLY, INC SS FACILITY MAINTENANCE	4/17/2020	169.38	169.38
24634	GUARDIAN SAFETY AND SUPPLY, LLC JC SAFETY SUPPLIES	4/17/2020	520.46	520.46
24635	GUERITO JC & SSTS PORTABLE TOILETS	4/17/2020	1,028.00	1,028.00
24636	HARTFORD FIRE INSURANCE COMPANY GM SURETY INSURANCE	4/17/2020	2,750.00	2,750.00
24637	INTERSTATE BATTERIES CH FACILITY MAINTENANCE	4/17/2020	60.96	60.96
24638	JULIO GIL ALL SITES FACILITY MAINTENANCE	4/17/2020	1,353.56	1,353.56
24639	KING CITY HARDWARE INC. JC FACILITY MAINTENANCE	4/17/2020	120.62	120.62
24640	LINDA VASQUEZ EDUCATION ASSISTANCE LV	4/17/2020	630.00	630.00
24641	MAESTRO HEALTH FSA SERVICE FEE	4/17/2020	150.00	150.00
24642	MANUEL PEREA TRUCKING, INC. ALL SITES HAULING SERVICES	4/17/2020	450.00	450.00
24643	MCMASTER-CARR SUPPLY COMPANY SS FACILITY MAINTENANCE SUPPLIES	4/17/2020	292.52	292.52
24644	MISSION LINEN SUPPLY ALL SITES UNIFORMS JC OPS UNIFORMS JC UNIFORMS	4/17/2020	428.66 63.50 252.80	744.96
24645	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	4/17/2020	7,194.00	7,194.00
24646	OFFICE DEPOT ALL SITES OFFICE SUPPLIES	4/17/2020	348.31	348.31
24647	O'NEILL SEA ODYSSEY SCHOOL WATERSHED LITTER & RECYCLING ED	4/17/2020	30,000.00	30,000.00

Salinas Valley Solid Waste Authority
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Check #		Check Date	Amount	Check Total
24648	ONHOLD EXPERIENCE TELEPHONE HOLD SERVICE	4/17/2020	207.00	207.00
24649	PACIFIC GAS AND ELECTRIC COMPANY CNG VEHICLE FUEL SS CNG VEHICLE FUEL	4/17/2020	131.94 5,528.49	5,660.43
24650	PACIFIC WASTE SERVICES JC ENGINEERING SERVICES	4/17/2020	7,207.00	7,207.00
24651	PENINSULA MESSENGER LLC ALL SITES COURIER SERVICES	4/17/2020	762.00	762.00
24652	PHILIP SERVICES CORP MONTHLY HHW DISPOSAL & DISPOSAL SUPPLIES	4/17/2020	16,369.35	16,369.35
24653	PINNACLE MEDICAL GROUP, INC. A PROFESSIONAL CORPORATION MEDICAL DOT - 180630	4/17/2020	130.00	130.00
24654	PRICILLIA RODRIGUEZ SS HAULING SERVICES	4/17/2020	9,962.48	9,962.48
24655	PROBUILD COMPANY LLC JC ORGANICS FACILITY MAINTENANCE	4/17/2020	30.13	30.13
24656	PSTS, INC. JC CONSULTING ENGINEER	4/17/2020	787.50	787.50
24657	PURE WATER BOTTLING ALL SITES WATER SERVICE	4/17/2020	503.95	503.95
24658	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	4/17/2020	2,778.97	2,778.97
24659	REPUBLIC SERVICES #471 ADM BUILDING MONTHLY TRASH SERVICE	4/17/2020	76.98	76.98
24660	ROSSI BROS TIRE & AUTO SERVICE ALL SITES VEHICLE & EQUIPMENT MAINTENANCE	4/17/2020	97.59	97.59
24661	SCS FIELD SERVICES ALL SITES ENVIRONMENTAL SERVICES NON ROUTINE JC, CH & LR ENGINEERING SERVICES ALL SITES ROUTINE ENGINEERING SERVICES	4/17/2020	432.00 925.00 23,397.50	24,754.50
24663	SHARPS SOLUTIONS, LLC HHW HAULING AND DISPOSAL	4/17/2020	80.00	80.00
24664	SKINNER EQUIPMENT REPAIR, INC. JR & ORG EQUIPMENT & VEHICLE MAINTENANCE JR EQUIPMENT MAINTENANCE ALL SITES EQUIPMENT & VEHICLE MAINTENANCE	4/17/2020	2,252.35 640.00 4,967.46	7,859.81
24666	SOCIAL VOCATIONAL SERVICES, INC JC LITTER ABATEMENT	4/17/2020	3,293.05	3,293.05
24667	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL JRTS FUEL	4/17/2020	11,781.24 1,472.97	13,254.21
24668	SPRINT NEXTEL ALL SITES CELL PHONE SERVICES	4/17/2020	329.57	329.57

Salinas Valley Solid Waste Authority
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Check #		Check Date	Amount	Check Total
24669	TELCO BUSINESS SOLUTIONS MONTHLY NETWORK SUPPORT	4/17/2020	245.35	245.35
24670	ULINE, INC. JC SAFETY SUPPLIES	4/17/2020	189.00	189.00
24671	VALERIO VARELA JF SS & JC EQUIPMENT MAINTENANCE JC ORGANICS FACILITY SUPPLIES	4/17/2020	4,735.00 150.00	4,885.00
24672	VALLEY FABRICATION, INC. SS VEHICLE MAINTENANCE SUPPLIES	4/17/2020	32.78	32.78
24673	VEGETABLE GROWERS SUPPLY, INC. JC SAFETY SUPPLIES	4/17/2020	276.62	276.62
24674	VERIZON WIRELESS SERVICES JC, ORGANICS & RR INTERNET SERVICES	4/17/2020	114.03	114.03
24675	W R FIBERS INC. DISPOSABLE FACE MASKS	4/17/2020	1,311.00	1,311.00
24676	WEST COAST RUBBER RECYCLING, INC TIRE DIVERSION SERVICES	4/17/2020	1,950.00	1,950.00
24677	WESTERN EXTERMINATOR COMPANY ALL SITES VECTOR CONTROL JC EXTERMINATOR SERVICES	4/17/2020	358.00 73.50	431.50
24678	A & G PUMPING, INC PORTABLE TOILET SERVICE & RENTAL	4/22/2020	426.88	426.88
24679	AGRI-FRAME, INC JC FACILITY SUPPLIES	4/22/2020	862.02	862.02
24680	AMERICAN SUPPLY CO. SAFETY SUPPLIES	4/22/2020	1,537.64	1,537.64
24681	BARTEL ASSOCIATES, LLC ACTUARIAL SERVICES	4/22/2020	450.00	450.00
24682	CALIFORNIA LIVE FLOORS, INC, SS VEHICLE MAINTENANCE	4/22/2020	115.02	115.02
24683	CALIFORNIA WATER SERVICE SS & JR WATER SERVICE	4/22/2020	632.23	632.23
24684	CARMEL AREA WASTEWATER DISTRICT JC ORGANICS PROCESSING	4/22/2020	872.70	872.70
24685	CESAR ZUÑIGA ALL SITES SAFETY SUPPLIES	4/22/2020	94.92	94.92
24686	CITY OF GONZALES JC WATER SERVICES	4/22/2020	99.86	99.86
24687	COAST COUNTIES TRUCK & EQUIPMENT CO. SS VEHICLE MAINTENANCE SUPPLIES	4/22/2020	656.46	656.46
24688	CSC OF SALINAS/YUMA JC ENVIRONMENTAL MAINTENANCE JC ORG FACILITY SUPPLIES	4/22/2020	9.18 198.11	207.29

Salinas Valley Solid Waste Authority
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24689	DUFOUR INCORPORATED JC ENGINEERING SERVICES	4/22/2020	1,960.51	1,960.51
24690	ERNEST BELL D. JR ADM, SS & JC JANITORIAL SERVICES	4/22/2020	6,071.00	6,071.00
24691	FIRST ALARM BUILDING ALARM SERVICES	4/22/2020	1,016.97	1,016.97
24692	FULL STEAM STAFFING LLC JR CONTRACT LABOR	4/22/2020	1,077.30	1,077.30
24693	GEOLOGIC ASSOCIATES, INC. LR & JC ENGINEERING SERVICES	4/22/2020	6,565.25	6,565.25
24694	GOLDEN STATE TRUCK & TRAILER REPAIR JC EQUIPMENT MAINTENANCE ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE JC VEHICLE MAINTENANCE JR VEHICLE MAINTENANCE	4/22/2020	689.04 4,057.81 3,981.65 4,600.79	13,329.29
24695	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES SS VEHICLE MAINTENANCE	4/22/2020	12.97 60.58	73.55
24696	GUARDIAN SAFETY AND SUPPLY, LLC JC SAFETY SUPPLIES	4/22/2020	173.40	173.40
24697	MISSION LINEN SUPPLY ALL SITES UNIFORMS JC ORGANICS UNIFORMS	4/22/2020	159.42 18.80	178.22
24698	MONTEREY CITY DISPOSAL SERVICE, INC. MIXED PAPER RECYCLING	4/22/2020	82.50	82.50
24699	NEWLIFE INDUSTRIES ALL SITES DEPARTMENT SUPPLIES	4/22/2020	659.95	659.95
24700	NEXIS PARTNERS, LLC MONTHLY ADMIN BUILDING RENT	4/22/2020	2,018.00	2,018.00
24701	PITNEY BOWES - POSTAGE ADMIN POSTAGE	4/22/2020	270.99	270.99
24702	PRICILLIA RODRIGUEZ SS HAULING SERVICES	4/22/2020	5,864.10	5,864.10
24703	PSTS, INC. JC CONSULTING ENGINEER	4/22/2020	2,047.50	2,047.50
24704	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	4/22/2020	318.08	318.08
24705	RAMON N VALLEJO DOJ LIVE SCANS	4/22/2020	171.00	171.00
24706	RONNIE G. REHN ALL SITES FACILITY MAINTENANCE	4/22/2020	576.84	576.84
24707	ROSSI BROS TIRE & AUTO SERVICE OPS VEHICLE MAINTENANCE	4/22/2020	67.59	67.59
24708	SCS ENGINEERS AB1383 PROGRAM PLANNING	4/22/2020	4,606.52	4,606.52

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2020 to 4/30/2020

Check #		Check Date	Amount	Check Total
24709	SCS FIELD SERVICES ALL SITES ROUTINE ENGINEERING SERVICES	4/22/2020	950.00	950.00
24710	SKINNER EQUIPMENT REPAIR, INC. JC EQUIPMENT MAINTENANCE	4/22/2020	6,163.82	6,163.82
24712	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL SS VEHICLE FUEL	4/22/2020	4,419.23 1,027.81	5,447.04
24713	TOYOTA MATERIAL HANDLING HHW EQUIPMENT MAINTENANCE	4/22/2020	703.83	703.83
24714	TRI-COUNTY FIRE PROTECTION, INC. SS SAFETY SUPPLIES	4/22/2020	44.64	44.64
24715	VISION RECYCLING INC ALL SS & JC GREENWASTE PROCESSING	4/22/2020	95,694.05	95,694.05
24716	WATERWAYS CONSULTING, INC. CH CONSULTING ENGINEER SERVICES	4/22/2020	9,508.10	9,508.10
24717	ZIG AUTO PARTS DISTRIBUTING - A CALIFORNIA CORP RR VEHICLE MAINTENANCE	4/22/2020	6.89	6.89
24718	ADMANOR, INC CCRMC - MEDIA CAMPAIGN RECYCLING PUBLIC ED SVR MARKETING/BRANDING MEDIA - TIRE AMNESTY	4/28/2020	2,772.49 317.50 4,480.14 142.50	7,712.63
24719	ALESHIRE & WYNDER, LLP MONTHLY LEGAL SERVICES	4/28/2020	5,740.00	5,740.00
24720	AT&T SERVICES INC ALL SITES TELEPHONE SERVICES	4/28/2020	399.55	399.55
24721	CARMEL AREA WASTEWATER DISTRICT JC ORGANICS PROCESSING	4/28/2020	110.00	110.00
24722	CSC OF SALINAS/YUMA ALL SITES VEHICLE MAINTENANCE	4/28/2020	81.00	81.00
24723	CUTTING EDGE SUPPLY JC EQUIPMENT REPAIR	4/28/2020	133.64	133.64
24724	DUFOUR INCORPORATED COMPOST BLOWERS - ELECTRICAL	4/28/2020	41,564.11	41,564.11
24725	FEDEX OVERNIGHT SHIPMENTS	4/28/2020	232.06	232.06
24726	FERGUSON ENTERPRISES INC #795 JC ECS SUPPLIES	4/28/2020	714.00	714.00
24727	FIRST ALARM JC ALARM SERVICES	4/28/2020	1,093.07	1,093.07
24728	GAVILAN CRANE & RIGGING, INC. DELIVERY OF C&D SORT LINE	4/28/2020	4,005.00	4,005.00
24729	GEOLOGIC ASSOCIATES, INC. SOLID WASTE CONSULTING SERVICES	4/28/2020	15,556.50	15,556.50

Salinas Valley Solid Waste Authority
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Check #		Check Date	Amount	Check Total
24730	GOLDEN STATE TRUCK & TRAILER REPAIR SS VEHICLE MAINTENANCE ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	4/28/2020	5,669.11 5,656.31	11,325.72
24731	GONZALES ACE HARDWARE JC FACILITY MAINTENANCE SUPPLIES SS SAFETY SUPPLIES SS EQUIPMENT MAINTENANCE	4/28/2020	151.49 80.08 14.06	245.63
24732	GREEN RUBBER - KENNEDY AG, LP ALL SITES FACILITY MAINTENANCE SUPPLIES	4/28/2020	98.15	98.15
24733	GUARDIAN SAFETY AND SUPPLY, LLC JC SAFETY SUPPLIES	4/28/2020	569.40	569.40
24734	HOME DEPOT HHW & SS FACILITY MAINTENANCE ALL SITES FACILITY MAINTENANCE JC MAINTENANCE TOOLS PARTS RETURN JC & JR FACILITY SUPPLIES	4/28/2020	139.84 1,524.84 261.74 (38.22) 237.31	2,125.51
24737	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS ANNUAL MEMBERSHIP	4/28/2020	235.00	235.00
24738	KING CITY HARDWARE INC. JC FACILITY MAINTENANCE	4/28/2020	67.36	67.36
24739	LIEBERT CASSIDY WHITMORE LEGAL SERVICES	4/28/2020	3,154.00	3,154.00
24740	MISSION LINEN SUPPLY ALL SITES UNIFORMS	4/28/2020	40.04	40.04
24741	OFFICE DEPOT ALL SITES OFFICE SUPPLIES SUPPLY RETURN	4/28/2020	169.29 (149.66)	19.63
24742	ONE STOP AUTO CARE/V & S AUTO CARE, INC OPS VEHICLE MAINTENANCE	4/28/2020	130.93	130.93
24743	PACIFIC GAS AND ELECTRIC COMPANY ALL SITES ELECTRICAL SERVICES	4/28/2020	8,513.86	8,513.86
24744	PRICILLIA RODRIGUEZ SS HAULING SERVICES	4/28/2020	5,840.89	5,840.89
24745	QUINN COMPANY ALL SITES EQUIPMENT AND VEHICLE MAINTENANCE	4/28/2020	3,173.35	3,173.35
24746	SALINAS NEWSPAPERS, INC PUBLIC NOTICE: PUBLIC HEARING RATES 7/1/2020	4/28/2020	127.57	127.57
24747	SCS FIELD SERVICES ALL SITES ROUTINE ENGINEERING SERVICES	4/28/2020	500.00	500.00
24748	SKINNER EQUIPMENT REPAIR, INC. ALL SITES EQUIPMENT & VEHICLE MAINTENANCE JC EQUIPMENT MAINTENANCE SS TS VEHICLE MAINTENANCE SUPPLIES	4/28/2020	192.70 922.13 2,431.53	3,546.36
24749	SOUTHERN COUNTIES OIL CO., A CA LIMITED PARTNERSHIP ALL SITES EQUIPMENT & VEHICLE FUEL	4/28/2020	9,875.69	9,875.69

Salinas Valley Solid Waste Authority
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Check #		Check Date	Amount	Check Total
24750	US BANK CORPORATE PAYMENT SYSTEM	4/28/2020		
	TRACTOR SUPPLY : SANITIZER SPRAYER		781.12	
	EL CHARRITO : EARTH DAY CAMPAIGN GIVEAWAY		100.00	
	NCH SOFTWARE : ADM VIDEO EDITOR SOFTWARE		51.48	
	HARBOR FREIGHT : AIR COMPRESOR FOR FLARE CONTROL		65.54	
	BIOCYCLE CONNECT : CONFERENCE WEST 2020		815.00	
	AMAZON : BLOWER CONTROL SYSTEM		101.25	
	CALCPA : ANNUAL MEMBERSHIP		50.00	
	CCHRA : HR EVENT REGISTRATION		25.00	
	COSTCO : ADMINISTRATION SUPPLIES		62.44	
	EXPERIAN : CREDIT CHECKS		278.90	
	RAMTINJAHANI : DEPOSIT FOR F-150 TRUCK		300.00	
	STAPLES : DISINFECTING WIPES		250.08	
	DMV : REGISTRATION CARD		22.00	
	AMAZON : DSL LINE FILTER		13.10	
	COSTCO : EC MEETING 03.05.2020 SUPPLIES		30.97	
	WALMART : EC MEETING 03.05.2020 SUPPLIES		23.94	
	INTERMEDIA : MONTHLY EXCHANGE SERVER HOSTING		370.45	
	FACEBOOK BOOSTED POSTS : ADVERTISEMENT		11.13	
	ATT.COM : MONTHLY INTERNET		43.23	
	DELTA : SWANA LFG & MAINTENANCE COURSE		170.23	
	DELTA : SWANA LFG & MAINTENANCE COURSE		573.80	
	OKEEFE CONTROLS : FLOAT VALVE		282.47	
	GOTOMEETING : ANNUAL SUBSCRIPTION		476.75	
	SHOPLET : HAND SANITIZER		618.15	
	TOMS SITE SERVICES : HANDWASH STATION		477.92	
	EL POLLO LOCO : HAZWOPER REFRESHER TRAINING		169.19	
	ATT.COM : JC INTERNET SERVICE		70.00	
	HANNA INSTRUMENTS : JC MAINTENANCE SUPPLIES		104.27	
	AMAZON : JC ORGANICS FACILITY MAINTENANCE		97.57	
	HACH COMPANY : JC ORGANICS TESTING		454.09	
	AMAZON : JR UNIFORMS		69.32	
	LANDS END : HHW UNIFORMS		153.67	
	HARBOR FREIGHT : LATEX GLOVES		26.16	
	LOCKSMITH STAR : KEY DUPLICATION		165.55	
	EL CHARRITO : LUNCH - SCHOOLS TASK FORCE MEETING		30.00	
	USERWAY : WEBSITE ADA WIDGET		30.00	
	ZOOM : ONLINE MEETING SOFTWARE		104.99	
	AUTOZONE : WIPER BLADES		12.98	
	SOLEDAD HARDWARE : PLYWOOD SUPPLY		65.81	
	AMAZON : SS RADIO REPLACEMENTS		486.66	
	B&H : RAM FOR COMPUTER. SOLID WASTE TECH		150.51	
	SPLASHTOP : REMOTE LOGIN SOFTWARE		86.34	
	DMV : REPLACEMENT VEHICLE REGISTRATION CARD		0.46	
	NAMETAGWIZARD : RR METAL NAME TAGS		52.26	
	AMAZON : JC SAFETY SUPPLIES		88.29	
	FRESH MARKET : SNACKS FOR MEETING		11.96	
	AMAZON : ORGANICS POND PUMP		174.79	
	SANTAFE : SUPPLIES FOR JC		11.18	
	AUTOZONE : WIPER BLADES		12.98	
				8,623.98
24756	VALERIO VARELA JR	4/28/2020		
	JC SCALE REPAIR		1,550.00	
				1,550.00
24757	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION	4/28/2020		
	SS FUEL		50.55	
	MONTHLY VEHICLE FUEL		1,951.68	
				2,002.23
	Subtotal			<u>626,420.57</u>
	Payroll Disbursements			462,212.98
	Grand Total			<u>1,088,633.55</u>



Report to the Board of Directors

ITEM NO. 3

N/A

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

General Counsel

Date: June 18, 2020

From: Mandy Brooks, Resource Recovery Manager

Title: Member and Interagency Activities Report for
May 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 May 7 the LEA approved an Emergency Waiver of Standards Extension 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 an additional 30 day period. On May 5, May 11, and June 8 the LEA was notified of permitted tonnage exceedances at Sun St on the following dates: May 1 – 33.83 tons, May 4 – 35.87 tons, May 5 – 32.59 tons, May 6 – 83.1 tons, May 8 – 43.2 tons, May 18 - 34.1 tons, May 19 – 66.83 tons, May 20 – 108.14 tons, May 22 – 31.78 tons, May 26 – 40.3 tons, May 27 – 67.6 tons, and May 29 – 75.35 tons. Tonnage exceedances were due to increased self-haul loads with no customers being turned away and did not exceed the Emergency Waiver Standards Extension limit of 500 tpd (except on May 20). As stated above, no in-person monthly site inspection of Sun St. was conducted in May

The Emergency Waiver of Standards for Johnson Canyon Landfill was not extended to temporarily waive the permitted daily tonnage as there has not been an increase in traffic or tonnage above existing permit limits at the site. As stated above, no in-person monthly site inspection of Sun St. was conducted in May

As stated above, no in-person monthly site inspection of Jolon Rd. Transfer Station was conducted in May.

On May 12, the LEA completed the Five-Year Review permit for Lewis Road Landfill (closed) and issued a new permit. The next Five-Year Review which will be due May 19, 2025.

Gonzales Clothing Closet Update

The clothing closet will be re-opening on Thursdays beginning June 4th with limited hours (9:30am – 11:15am) and strict social distance policies in place. SVR provided two, 3-gallon containers of liquid disinfectant for cleaning the facility.

Clean Up Events

All clean up events scheduled for May or June 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 June events have either been cancelled or postponed until further notice

Gonzales: 6/13/20 POSTPONED - Gonzales Clean up Event & ABOP Collection
 6/13/20 POSTPONED - Composting Workshop, Fairview Middle School

Greenfield: None

King City: 6/20 – 6/28 Beautification Week
 6/27/20 Cancelled - King City Clean Up Event & ABOP, Mildred Ave

Salinas: 6/16/20 POSTPONED - District 3 Community Cleanup
 6/20/20 POSTPONED - Mayor's Community Cleanup

Soledad: None

Mo. Co.: None



Report to the Board of Directors

ITEM NO. 4

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: June 18, 2020

From: C. Ray Hendricks, Finance and Administration Manager

Title: A Resolution Approving Supplemental Appropriation of \$21,720 for CalRecycle's Beverage Container Recycling City/County Payment Program 2019-20

RECOMMENDATION

The Executive Committee to recommend Board approval.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

Annual funding for CalRecycle's Beverage Container Recycling City/County Payment Program (CCPP) is approved at the end of their fiscal budget. The Authority's FY 2019-2020 Budget was adopted prior to notification of this funding award. Therefore, supplemental appropriations are needed to include the revenue and its associated expenditures, which is planned to be used as indicated below.

This funding is provided in advance to be expended between April 8, 2020 – March 1, 2022. Funds not expended by term end must be returned to CalRecycle. CalRecycle submits the payment directly to the member cities, the cities then remit the funds to the Authority for administering and reporting.

Grant Budget Items for CCPP 19-20	SVSWA FY 19-20 Budget
Training	2,700
Litter Clean Up	2,310
Beverage Container Collection Programs	13,210
Advertising/Promotional	3,500
Total CCPP 19-20 Funding	\$21,720

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

DISCUSSION & ANALYSIS

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

In February 2020, the Authority submitted funding requests for its participating member cities for CalRecycle's CCPP 19-20 funding cycle. Funds were awarded in April 2020 and payment should be distributed to the cities between June and July 2020.

The CCPP 2019-20 funds were awarded as follows:

Member Agency	City Funding
City of Gonzales	5,000
City of Soledad	6,720
City of Greenfield	5,000
City of King	5,000
Total CCPP 18-19 Funding	\$21,720

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

BACKGROUND

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

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

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

ATTACHMENT(S)

1. Resolution

RESOLUTION NO. 2020 –

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A SUPPLEMENTAL APPROPRIATION OF \$21,720 FOR CALRECYCLE'S FY 2019-20 BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM

WHEREAS, on March 21, 2019, the Board of Directors of the Salinas Valley Solid Waste Authority approved the Fiscal Year 2019-20 Operating Budget, later amended March 26, 2020; and,

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

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority that a Supplemental Appropriation of \$21,720 for CalRecycle's Beverage Container Recycling City/County Payment Program 2019-20 is hereby approved; and,

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

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18th day of June 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



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: June 18, 2020

From: Janna Faulk, Recycling Coordinator

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

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

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

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

The 2020-2021 budget includes \$50,000 for the School Assembly Program. The maximum amount of the professional services contract for fiscal year 2020-2021 shall not exceed \$50,000. Rock Steady Juggling has reduced rates for virtual performances (due to COVID-19) but will keep the same rate for live performances should the schools, libraries, and centers allow it. The Fee Schedule (Attachment Exhibit C) continues to reflect the same reduced rates as last year for multiple live shows close to one another.

DISCUSSION & ANALYSIS

The current agreement with Douglas Nolan, dba Rock Steady Juggling for the School Assembly Program will terminate on June 30, 2020. By the end of the 2019-20 school year, Rock Steady Juggling will have conducted 85 performances at elementary, middle and high schools as well as libraries and community centers throughout the Salinas Valley, reaching approximately 18,695 students. Starting in March, the remaining sixteen performances were (or will be) conducted online/virtual. Rock Steady Juggling has scheduled all the remaining performances for this fiscal year.

Due to the COVID-19 global pandemic, all schools closed on March 13, 2020. Rock Steady immediately switched to an on-line platform to continue to provide shows to those schools with scheduled performances. Staff has received very positive feedback from the students and teachers that have attended performances (both live and virtual).

Rock Steady Juggling provides all-inclusive services, including customized scripting, performance, travel/virtual, equipment, administration, scheduling, marketing to schools, etc. Rock Steady Juggling continues to work within the Authority's budget to provide as many performances as possible by providing a discount for back-to-back performances scheduled at the same school. This agreement with Rock Steady Juggling will be for one year.

BACKGROUND

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

In 2016, Rock Steady Juggling was selected as the new school assembly program vendor through a competitive process. Douglas Nolan is the founder and owner of Rock Steady Juggling. He is a professional entertainer with over twenty years of experience and preforms the School Assembly Program, "The Amazing Adventures of the Recycling Wizard". Rock Steady Juggling provides professional talent that incorporates music, magic and juggling to entertain students while teaching the 4R message of reduce, reuse, recycle and rot.

Staff continues to be confident in Rock Steady Juggling's abilities to provide a unique, customized, and entertaining school assembly program for the Salinas Valley region that advances our core messages around waste reduction and recycling.

ATTACHMENTS

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

RESOLUTION NO. 2020 -

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

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

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute a Professional Services Agreement with Rock Steady Juggling for the School Assembly Program in an amount not to exceed \$50,000 per fiscal year as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 18th day of June 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Robert Cullen, President

Erika J. Trujillo, Clerk of the Board

Roy Santos, Authority General Counsel



EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
DOUGLAS NOLAN, DBA ROCK STEADY JUGGLING
TO PROVIDE
SCHOOL ASSEMBLY PROGRAM SERVICES

This agreement, made and entered into this 1st day of July, 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 Douglas Nolan, dba Rock Steady Juggling. (hereinafter "Consultant").

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

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

NOW, THEREFORE, Consultant and Authority agree as follows:

1. Scope of Service

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

2. Completion Schedule

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

3. Compensation

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

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Consultant's principal office. It shall be

mandatory for any Contractor or Consultant to whom a contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

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

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

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

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

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

5. Additional Services

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

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

6. Additional Copies

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

7. Responsibility of Consultant

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

8. Responsibility of Authority

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

- A. Assist Consultant by placing at his disposal all available information pertinent to the project, including but not limited to, previous reports, and any other data relative to the project. Nothing contained herein shall obligate Authority to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of Authority.

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

9. Acceptance of Work Not a Release

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

10. Indemnification and Hold Harmless

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

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

- C. Any and all losses, expenses, damages (including damages to the work itself), reimbursement of reasonable attorneys' fees, and other costs, which any of them may incur to the extent caused by the negligent failure of Contractor to faithfully perform the work and all of the Contractor's obligations under the Contract.

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

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

11. Insurance

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

C. Other Insurance Provisions

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

Additional Insured Status

The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations

performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

Subcontractors

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

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

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

12. Access to Records

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

13. Assignment

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

the voting stock or equity interest in the entity) shall constitute an assignment requiring the Authority's prior consent.

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

14. Changes to Scope of Work

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

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

15. Compliance with Laws, Rules, and Regulations

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

16. Licenses

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

17. Fiscal Considerations

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

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

18. Interest of Public Official

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

19. Withholding (Form 730)

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

20. California Residency (Form 590)

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

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

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

22. Independent Contractor

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

23. Exhibits Incorporated

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

24. Integration and Amendment

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

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

25. Jurisdiction

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

26. Severability

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

27. Notice to Proceed; Progress; Completion

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

28. Ownership of Documents

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

29. Subcontractors

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

30. Dispute Resolution

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement,

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

B. ARBITRATION

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

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

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

31. Termination

- A. In the event that it is determined by the Authority to terminate this agreement, the Authority:
 - 1. Shall give Consultant written notice that in the Authority's opinion the conduct of the Consultant is such that the interests of the Authority may be impaired or prejudiced, or
 - 2. Upon written notice to Consultant, may for any reason whatsoever, terminate this agreement.
- B. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "C," except that:
 - 1. In the event of termination by the Authority for Consultant's default, Authority shall deduct from the amount due Consultant the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Consultant are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other consultants for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay Authority the full amount of such expense, but only to the extent caused by its negligence. In the event that this agreement is terminated by Authority for any reason, Consultant shall:
 - (a) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
 - (b) Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Consultant's delivery to the Authority of such material.
- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.
- E. Consultant may terminate this Agreement upon 30 days notice in the event of non-payment or other material breach by Authority.

32. Audit and Examination of Accounts

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

33. Extent of Agreement

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

Notices

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

Via Mail

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

Hand Delivered

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

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

Company: Rock Steady Juggling

Name: Douglas Nolan

Address: PO Box 662, El Granada, CA 94018

- C. The execution of any such notices by the Chief Administrative Officer or Assistant General Manager representative of the Authority shall be effective as

to Consultant as if it were by resolution or order of the Authority Board, and Consultant shall not question the authority of the Chief Administrative Officer or Assistant General Manager to execute any such notice.

- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

34. Nondiscrimination

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

35. Conflict of Interest

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

36. Headings

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

37. Multiple Copies of Agreement

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

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

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

R. Patrick Mathews
General Manager/CAO

Roy Santos
Authority General Counsel

ATTEST:

Erika J. Trujillo
Clerk of the Board

CONSULTANT: Douglas Nolan, dba Rock Steady Juggling

Signature

Printed Name

Title

Attachments:

Exhibit B Scope of Services
Exhibit C Fee Schedule



EXHIBIT B

Scope of Services

Rock Steady Juggling for Salinas Valley Recycles

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

Scope of Services

Rock Steady Juggling (RSJ) will schedule and perform customized recycling education assembly programs at Salinas Valley Recycles' (SVR) eligible schools for 2020-2021 (with the option to renew) not to exceed \$50,000 each school year.

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



EXHIBIT C

Fee Schedule

Performance Fees

First show at a school/location (in-person)	\$	750
Live Stream/On-line shows (virtual)	\$	650
Each additional show at the same school/location (in-person or virtual)	\$	250
Discount for first show at an additional location within 15 miles of a scheduled performance (same day)	\$	250
i.e. two back to back shows at the same school/location	\$	1,000
i.e. 2 shows on the same day within 15 miles of each other	\$	1,250
i.e. 2 back to back shows at 2 different schools/locations within 15 miles of each other on the same day (total of 4 shows).	\$	1,750

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

The above per show fee is all-inclusive:

- Rehearsal
- Script development
- Performances
- Audio/Visual Equipment
- Travel/Internet Connection (virtual shows)
- Props
- Costume
- Full administrative expenses



Report to the Board of Directors

ITEM NO. 6

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: June 18, 2020

From: Cesar Zuñiga, Assistant General Manager /
Operations Manager

Title: A Resolution Approving a Professional Service Agreement with Hope Services Inc. for Materials Processing and Litter Abatement at the Sun Street Transfer Station in the amount of \$389,423 for a Two-Year Agreement with Two Optional 1 Year Extensions

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting its Objective to Promote Authority's Role and Value as a Resource Recovery Agency and Achieve 75% Diversion. This action also supports the Authority value of "Community Partnerships".

FISCAL IMPACT

The approved FY 2020-21 Budget has sufficient funding to cover the diversion services and litter abatement provided by the agreement. The agreement takes into consideration a change in the State of California minimum wage law which will increase by \$1.00 / hourly on January 1, 2021 and 2022. Both increases have been calculated into the annual cost provided by Hope Services.

DISCUSSION & ANALYSIS

The Sun Street Transfer Station continues to see an increase in daily customer trips, which requires an increase effort to identify loads rich in recycling. The partnership with Hope Services allows the facility staff to concentrate on public services by assisting with both litter abatement and some diversion activities at the facility. The Hope Services crew has been an integral part of this on-going successful recovery of these materials. The service agreement with Hope Services Inc., requires a crew of four (4) full time workers and one (1) trained supervisor.

The Authority is committed to partner with Hope Services to provide employment to individuals with developmental disabilities from the Salinas Valley. This collaborative effort has earned several awards over the past years.

Hope Services is a non-profit agency in Monterey County fully dedicated to serving the disabled community by providing job skill development and job placement. The Salinas

Valley Solid Waste Authority's partnership with Hope Services supports the sustainability goal of providing green job opportunities to all citizens of the Salinas Valley.

BACKGROUND

The mission of Hope Services, Inc. is to assist people with developmental disabilities to live and participate in their communities. Hope Services offers developmentally disabled adults the opportunity to participate in meaningful community work and develop job related skills. Since April 2007, the Authority has been working with Hope Services Inc., to provide litter abatement and diversion services at the Sun Street Transfer Station, thereby assisting the Authority in continuing to be environmentally responsible and a good neighbor.

Hope Services also assists in providing expanded recycling drop-off services to the self-haul and small commercial customers at Sun Street Transfer Station by allocating a 0.5 client to assist an Authority Diversion Worker with customer services and to help unload recycling materials.

ATTACHMENTS

1. Resolution
2. Exhibit A – Agreement

RESOLUTION NO. 2020 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH HOPE SERVICES, INC. FOR MATERIALS PROCESSING AND LITTER ABATEMENT SERVICES AT SUN STREET TRANSFER STATION FOR AN AMOUNT OF \$389,423 FOR A TWO YEAR AGREEMENT WITH TWO OPTIONAL ONE YEAR EXTENSIONS

WHEREAS, the Salinas Valley Solid Waste Authority values Community Partnerships and finds that Hope Services, Inc. provides a unique commodity to the Authority and the community by providing employment to individuals with disabilities in the Salinas Valley; and,

WHEREAS, Hope Services has provided litter abatement and diversion services for the Authority since April 2007 and has unique, in-depth knowledge of the Authority's operations; and,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute a Two-Year Professional Service Agreement with Two Optional One Year Extensions with Hope Services, Inc. for Materials Processing and Litter Abatement Services at Sun Street Transfer Station as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18th of June of 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Robert Cullen, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
HOPE SERVICES

TO PROVIDE DIVERSION AND LITTER ABATEMENT SERVICES

This agreement, made and entered into this 18th day of June 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 HOPE SERVICES (hereinafter "Consultant").

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

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

NOW, THEREFORE, Consultant and Authority agree as follows:

1. Scope of Service

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

2. Completion Schedule

Consultant shall complete the consulting services described in Exhibit "A" by June 30, 2022 with two (2) optional one (1) year extensions.

3. Compensation

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

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

4. Billing

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

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

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

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

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

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

5. Additional Services

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

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

6. Additional Copies

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

7. Responsibility of Consultant

- A. By executing this agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a competent manner. By executing this agreement, Consultant further agrees that

the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees that Consultant shall follow the current, generally accepted professional standard of care to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which the services are rendered under this agreement. Consultant shall have the right to reasonably rely on all information provided by Authority without independent verification.

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

8. Responsibility of Authority

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

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

9. Acceptance of Work Not a Release

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

10. Indemnification and Hold Harmless

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

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

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

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

11. Insurance

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

C. Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

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

Subcontractors

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

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

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

12. Access to Records

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

13. Assignment

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

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

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

14. Changes to Scope of Work

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

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

15. Compliance with Laws, Rules, and Regulations

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

16. Licenses

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

17. Fiscal Considerations

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

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

18. Interest of Public Official

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

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

19. Withholding (Form 730)

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

20. California Residency (Form 590)

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

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

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

22. Independent Contractor

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

23. Exhibits Incorporated

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

24. Integration and Amendment

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

25. Jurisdiction

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

26. Severability

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

27. Notice to Proceed; Progress; Completion

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

28. Ownership of Documents

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

29. Subcontractors

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

30. Dispute Resolution

A. MEDIATION

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

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

B. ARBITRATION

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

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

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

31. Termination

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

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

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

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

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

32. Audit and Examination of Accounts

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

33. Extent of Agreement

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

34. Notices

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

Via Mail

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

Hand Delivered

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

- B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:
HOPE Services
Greg Dinsmore
744B La Guardia Drive
Salinas, CA 93905
- C. The execution of any such notices by the Chief Administrative Officer or Assistant General Manager representative of the Authority shall be effective as to Consultant as if it were by resolution or order of the Authority Board, and Consultant shall not question the authority of the Chief Administrative Officer or Assistant General Manager to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35. Nondiscrimination

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

36. Conflict of Interest

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

37. Headings

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

38. Multiple Copies of Agreement

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

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

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

R. Patrick Mathews
General Manager/CAO

Roy Santos
Authority General Counsel

ATTEST:

Erika J. Trujillo
Clerk of the Board

CONSULTANT: HOPE Services

Signature

Greg Dinsmore
Printed Name

South District Manager
Title

Attachments:

Exhibit A Scope of Services



Report to the Board of Directors

ITEM NO. 7

N/A

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: June 18, 2020

From: Patrick Mathews, General Manager/CAO

Title: A Resolution Approving Amendment No. 1 to the Crazy Horse Landfill Solar Development Memorandum of Understanding (MOU) with Watershed Solar Development, LLC (formerly known as ISM Solar Solutions)

RECOMMENDATION

Staff recommends that the Board approve the resolution (Attachment 1).

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

No fiscal impact at this time. Amendment 1 to the MOU (Attachment 2) will continue providing the site control necessary for Watershed Solar Development, LLC (WSD) to complete the PGE interconnection study, establish a power purchase agreement for the energy output and finalize cost estimating to support the project and allow ISM to prepare a formal lease and/or revenue sharing offer to the Authority.

DISCUSSION & ANALYSIS

ISM Solar Development, LLC (ISM) has formed a partnership joint venture company with the company that provide the turf system used to close the Crazy Horse Landfill in 2015 called Watershed Solar Development, LLC (WSD). WSD provides innovative landfill and brownfield solar energy solutions integrated with ClosureTurf, a patented engineered geosynthetic turf closure system owned by Watershed Geosynthetics. WSD is licensed and authorized nationwide to install solar energy systems on ClosureTurf, and to market and install PowerCap, a patent-pending solar technology specifically designed for use on ClosureTurf.

WSD provides engineered solutions to new and existing ClosureTurf site owner/operators due to its geotechnical engineering expertise. The company prioritizes a "Do No Harm" strategy to ensure the long-term integrity and performance of ClosureTurf. The WSD team likewise has a broad base of solar energy experience with public and private customers for on-site, virtual off-site, and community solar power purchase arrangements.

Since the formation of WSD, ISM is no longer developing new solar projects on ClosureTurf under its own brand. ISM develops these projects as part of the new WSD venture.

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

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

The existing MOU provided ISM with access to the project site and exclusive rights to develop this project through June 30, 2020. Due to challenges with PGE and changes to the wholesale markets for solar power, WSD has requested an extension of the MOU to December 31, 2021 to complete the necessary due diligence work and securing of a power purchase agreement(s). To meet the new demands for premium valued power distribution later in the day, after peak sole production has declined or stopped, this project now proposes to include battery storage in the overall project structure to allow evening and night time distribution of the electrical output. A copy of the proposed project layout is included for your information (Attachment 4).

BACKGROUND

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

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

On November 19, 2015, the Board approved the Crazy Horse Landfill Solar Development Memorandum of Understanding with ISM (now WSD). This MOU would also implement the Board's commitment to support a yet-to-be-specified interconnection agreement with PG&E and to enter into an MOU with the County under PG&E's Renewable Energy Self Generation Bill Credit Program.

In late 2015, ISM and SVR offered the County a fixed price contract for 20 years with no escalation. The initial rate was set at parity with PG&E rates so it was expected, based on 30 years of past PG&E rate history, that over time the County would see significant increasing savings over time as PG&E rates increased and the ISM rate remained fixed at the 2015 level. Discussions with the County regarding the proposed project occurred for several months. However, with the pending formation of Monterey Bay Community Power (MBCP) and concerns regarding potential lowering of future PG&E rates, County administration deferred any action on this offer. With the County rejection of the offer and the pending formation of MBCP, this project was temporarily placed on hold to see what

types of potential power purchasing agreements would be made available to support local renewable energy build out projects.

On June 20, 2019, the Board approved a new MOU (Attachment 3) with ISM (now WSD) to reconsider a revised project on the Crazy Horse Landfill including new solar panel and surface mount systems designed specifically to work with the landfill's Closure Turf Technology System. The newer solar panel technologies and increased demand for green energy by California Community Choice Aggregation agencies allows the project be considered at a larger build out on the landfill to maximize generation capacity and revenues. The revised project is now substantially larger (2 MW vs. 10 MW) than that offered to the County in 2015-16 and is seeking a much larger power off-taker(s) such as MBCP or other Community Choice Aggregation agencies.

WSD has continued communication with MBCP, King City Community Power, PG&E and other potential direct purchasers of renewable power to help finalize the project's Power Purchase Agreement(s). The work to secure a final power purchaser(s) will continue during the PGE interconnection study period.

ATTACHMENT(S)

1. Resolution
2. WSD MOU Amendment 1
3. ISM MOU, June 18, 2020
4. Proposed Solar Facility Layout, Crazy Horse Landfill

RESOLUTION NO. 2020 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT 1 TO THE CRAZY HORSE LANDFILL SOLAR DEVELOPMENT MEMORANDUM OF UNDERSTANDING WITH WATERSHED SOLAR DEVELOPMENT, LLC (WSD)

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority (SVSWA) to execute Amendment 1 to the Memorandum of Understanding (MOU) between Watershed Solar Development, LLC (WSD) and SVSWA, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18th day of June 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



AMENDMENT NO. 1
TO THE MEMORANDUM OF UNDERSTANDING BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
WATERSHED SOLAR DEVELOPMENT, LLC
FOR CRAZY HORSE LANDFILL SOLAR DEVELOPMENT

This amendment, is made and entered into this 18th day of June, 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 Watershed Solar Development, LLC. (hereinafter "WSD").

The Authority and WSD (formerly ISM) entered into a Memorandum of Understanding (MOU) on June 20, 2019. The initial term of the MOU expires June 20, 2020.

All terms of the aforementioned agreement will continue in force with the exception of the following changes:

Preamble (added language)

WHEREAS, ISM Solar Development has formed a limit liability corporation (LLC) with Watershed Geosynthetics specific to design and development of solar arrays on landfills closed with Closure-Turf Technology Systems.

WHEREAS, the newly formed LLC is now known as Watershed Solar Development, LLC and assumes all rights and obligations provided by this MOU.

1. Preliminary Due Diligence; Exclusivity. (amended language)

For a period ~~of one year after the execution of this MOU~~ expiring on December 31, 2021, SVSWA shall (a) grant

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:

R. Patrick Matthews
Chief Administrative Officer

Roy Santos
Authority General Counsel

ATTEST:

Watershed Solar Development, LLC

Erika Trujillo
Clerk of the Board

Name: _____
Title: _____

LIMIT OF CLOSURE TURF W/ 15' SETBACK
 15' SETBACK FOR SLOP CHANGE
 PROPOSED FLUSH-MOUNTED MODULES W/ POWERCAP RACKING
 EXISTING PIPE, TYP. W/ 10' SETBACK
 ARRAY-1
 ARRAY-2
 ARRAY-6
 ARRAY-7
 ARRAY-5
 ARRAY-4
 ARRAY-3
 LV CABLE TRAY WITHIN ARRAY, TYP
 PROPOSED EQUIPMENT PAD LOCATION
 CRAZY HORSE CANYON ROAD
 NEW CUSTOMER RISER POLE W/ AIR-BREAK SWITCH & FUSED CUTOUTS
 SITE ENTRANCE
 EXISTING P&G POLE - POI
 EXISTING P&G POLE W/ GOAB SWITCH & FUSED CUTOUTS
 EXISTING P&G POLE W/ REVENUE METER

[illegible]

SYSTEM SIZE DC (kW)	10,029.960		
SYSTEM SIZE AC (kW)	7,500		
DC TO AC RATIO	1.34		
MODULE INFORMATION	(27,108) BYD 370-M6D-36		
STRING INFORMATION	(1004) PARALLELED STRINGS OF 27		
INVERTER INFORMATION	(60) CHINT CPS SCH125KTL-DO/US-600		
TRANSFORMER INFORMATION	(TBD) TBD kVA		
INTERCONNECTION VOLTAGE	12.47 kV		
RACKING DETAILS	FLUSH-MOUNT POWERCAP		
ARRAY INTER-ROW (FT)	10	SITE LATITUDE	36.804
ASCE7-10 WIND SPEED (MPH)	100	GROUND SNOW LOAD (PSF)	CASE STUDY

ARRAY NO	AZIMUTH SOUTH=180°	TILT ANGLE	NO. OF MODULES	NO. OF STRINGS	kW DC	NO. OF INVERTER
ARY-1	250°	3°	11988	444	4,435.560	0
ARY-2	235°	3°	8883	329	3,286.710	0
ARY-3	205°	18°	864	32	319.680	0
ARY-4	205°	18°	2079	77	769.230	0
ARY-5	205°	5°	783	29	289.710	0
ARY-6	160°	18°	1188	44	439.560	0
ARY-7	160°	18°	1323	49	489.510	0
TOTAL	N/A	N/A	27108	1004	10,029.960	0

CRAZY HORSE LANDFILL
350 CRAZY HORSE CANYON ROAD
SALINAS, CA 93907

PROJECT NUMBER:
#CA-XXX

REV	DATE	RELEASE LEVEL	DRAWN	CHECKED
0	08/30/2019	PROPOSED LAYOUT	LS	ML

SCALE:
VALID ONLY WHEN PLOTTED
ANSI FULL BLEED B 11" X 17"



NOTE:
PRELIMINARY DRAWING ONLY
NOT FOR CONSTRUCTION

PV-L1

PROPOSAL LAYOUT

RESOLUTION NO. 2019 - 29

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

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority (SVSWA) to execute the Memorandum of Understanding (MOU) between ISM Solar Solutions, LLC (ISM) and SVSWA, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

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

AYES: BOARD MEMBERS: CULLEN, LOPEZ, PHILLIPS, SILVA,
TIPTON, VILLEGAS

NOES: BOARD MEMBERS: NONE

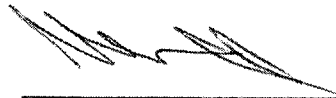
ABSENT: BOARD MEMBERS: CROMEENES, DE LA ROSA, LARA

ABSTAIN: BOARD MEMBERS: NONE

ATTEST:



Erika Trujillo, Clerk of the Board



Robert Cullen, President

Exhibit A

MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

Exhibit A

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

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

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

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

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

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

Exhibit A

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

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

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

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

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

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

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

Exhibit A

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

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

To ISM:

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

With copies to:

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

To SVSWA:


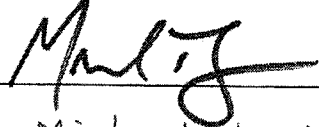
Patrick Mathews
General Manager/CAO
128 Sun Street, Suite 101
Salinas, CA 93901
Telephone: (831) 775-3000
E-mail: patrickm@svswa.org

With copies to:

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

Exhibit A

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

SALINAS VALLEY SOLID WASTE AUTHORITY	ISM SOLAR DEVELOPMENT, LLC
By: <u></u>	By: <u></u>
Name: <u>R. Patrick Mathews</u>	Name: <u>Michael Lucini</u>
Title: <u>General Manager/CAO</u>	Title: <u>General Manager</u>
Date: <u>6-18-19</u>	Date: <u>6/28/19</u>

APPROVED AS TO FORM:



Roy C. Santos
SVSWA General Counsel



Report to the Board of Directors

ITEM NO. 8

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: June 18, 2020

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Approving Amendment No. 1 Authorizing a Two-Year Extension to the Professional Services Agreement with Geo-Logic Associates to Provide Groundwater Monitoring Services in an Amount of \$201,334

RECOMMENDATION

Staff recommends approving the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

This item does not relate to the Strategic Plan. This item secures services to maintain the landfill operations compliant with current regulations.

FISCAL IMPACT

Funding for this item is included in the approved FY 2020-21 budget.

DISCUSSION & ANALYSIS

On June 15, 2017, the Board awarded a three-year contract for groundwater monitoring services to Geo-Logic Associates as the successful bidder to a Request for Proposal. The Professional Services Agreement with Geo-Logic allows for two (2) optional two-year extensions. Geo-Logic Associates has agreed to extend the current terms of the contract for an additional two years as Extension #1, ending on June 30, 2022. Staff wishes to extend the current contract as well, because Geo-Logic Associates has provided excellent service at a competitive fee.

BACKGROUND

On June 15, 2017, the Board approved a three-year contract with Geo-Logic Associates to provide groundwater monitoring services for all Authority facilities in the amount of \$284,166. The contract provides for two optional two year extensions.

ATTACHMENTS

1. Resolution
2. Exhibit A - Amendment No. 1
3. Exhibit B – Cost Proposal

RESOLUTION NO. 2020-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 1 AUTHORIZING A TWO-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEO-LOGIC ASSOCIATES TO PROVIDE GROUNDWATER MONITORING SERVICES IN AN AMOUNT OF \$201,334

WHEREAS, on June 15, 2017, the Board approved a three-year Professional Services Agreement with Geo-Logic Associates with two optional two-year extensions; and,

WHEREAS, Geo-Logic Associates has performed the services requested in the original contract admirably; and,

WHEREAS, the Authority wishes to extend the Agreement by exercising the right to Amendment No. 1 to expire on June 30, 2022; and,

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute Amendment No. 1 authorizing a two year extension to the agreement with Geo-Logic Associates for an amount of \$201,334, as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 18th day of June 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



AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
GEO-LOGIC ASSOCIATES
TO PROVIDE GROUNDWATER MONITORING SERVICES

This amendment, is made and entered into this 18th day of June, 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 Geo-Logic Associates. (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on June 15, 2017. The initial term of the agreement expires June 30, 2020, and provided that the term may be extended twice at two-year extension each.

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 with Geo-Logic Associates for an additional two-year term effective July 1, 2020 and ending June 30, 2022.

2. Compensation

Salinas Valley Solid Waste Authority agrees to pay for Geo-Logic Associates for services delivered by this agreement in an amount indicated in the payment schedule and in the manner indicated and in accordance with attached proposal from Geo-Logic Associates dated June 10, 2020.

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:

R. Patrick Matthews
Chief Administrative Officer

Roy Santos
Authority General Counsel

ATTEST:

Geo-Logic Associates

Erika Trujillo
Clerk of the Board

Name: _____
Title: _____

PROJECT COST ESTIMATE FOR JULY 2020 TO JUNE 2022
GROUNDWATER MONITORING AND REPORTING SERVICES FOR SALINAS VALLEY SOLID WASTE AUTHORITY LANDFILLS

	Principal Geologist/ Engineer	Project Geologist/ Engineer	Staff Geologist/ Engineer	CADD Designer	Clerical	Total Hours	Total Labor Cost	Miscellaneous Expenses	Field Solutions Inc.	Total Expenses	Total Project Costs
Unit Rate	hr. \$200	hr. \$135	hr. \$100	hr. \$110	hr. \$87			2% of labor	hr. \$1		
TASK G1 - SITE SPECIFIC SAMPLING AND ANALYSIS PLAN	GLA offers this service at no cost to the Authority										\$ -
TASK G2B - PROJECT HEALTH AND SAFETY PLAN	GLA offers this service at no cost to the Authority										\$ -
TASK G3 - MONTHLY PROJECT STATUS TABLE	48					48	\$9,600	\$192		\$192	\$ 9,792
TASK G4 - GENERAL NON-ROUTINE SERVICES	GLA to develop non-routine project specific cost estimates.										
TASK M1 - MONITORING AT THE CRAZY HORSE SANITARY LANDFILL	3.5		8			11.5	\$1,500	\$30	\$64,200	\$64,230	\$ 65,730
TASK M2 - MONITORING AT THE JOHNSON CANYON ROAD SANITARY LANDFILL	1		4			5	\$600	\$12	\$11,100	\$11,112	\$ 11,712
TASK M3 - MONITORING AT THE JOLON ROAD SANITARY LANDFILL	1		4			5	\$600	\$12	\$11,840	\$11,852	\$ 12,452
TASK M4 - MONITORING AT THE LEWIS ROAD SANITARY LANDFILL	1.25		5			6.25	\$750	\$15	\$11,920	\$11,935	\$ 12,685
TASK R1 - REPORTING FOR THE CRAZY HORSE SANITARY LANDFILL	8	26	325	33	18	410	\$42,806	\$857		\$857	\$ 43,663
TASK R2 - REPORTING FOR THE JOHNSON CANYON SANITARY LANDFILL	4	6.5	104	8	7	129.5	\$13,567	\$272		\$272	\$ 13,838
TASK R3 - REPORTING FOR THE JOLON ROAD SANITARY LANDFILL	4	8	104	8	8	132	\$13,856	\$277		\$277	\$ 14,133
TASK R4 - REPORTING FOR THE LEWIS ROAD SANITARY LANDFILL	4	7.5	136	8	8	163.5	\$16,989	\$340		\$340	\$ 17,329
Total Estimated Hours	74.75	48	690	57	41	911	--	--	99060	--	Project Cost
Total Estimated Cost	\$14,950	\$6,480	\$69,000	\$6,270	\$3,567	--	\$100,267	\$2,007	\$99,060	\$101,067	\$201,334

ESTIMATED PROJECT COSTS - GENERAL TASKS
SVSWA GROUNDWATER MONITORING SERVICES PROPOSAL JULY 2020 TO JUNE 2022

Work Task	Rate	2020						2021												2022						Task	
		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Totals	
Task G1 - Site-Specific Sampling and Analysis Plan		GLA offers this service at no cost to the Authority																									\$0
Task G2B - Project Health and Safety Plan		GLA offers this service at no cost to the Authority																									\$0
Task G3 - Monthly Project Status Table																											
Principal Engineer/Geologist	\$ 200	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	48	
Project Engineer/Geologist	\$ 135	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Staff Engineer/Geologist	\$ 100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CADD Draftsman	\$ 110	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Word Processor	\$ 87	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Labor Total		\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$9,600	
Expenses	2%	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$192	
Monthly Total		\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$408	\$9,792	
Yearly Task Totals		\$2,448						\$4,896												\$2,448							
GENERAL TASKS TOTAL: \$9,792																											

ESTIMATED PROJECT COSTS - GROUNDWATER MONITORING TASKS
SVSWA GROUNDWATER MONITORING SERVICES PROPOSAL JULY 2020 TO JUNE 2022

Work Task	Rate	2020						2021												2020						Task
		July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Totals
Task M1 - Crazy Horse Sanitary Landfill																										
Principal Engineer/Geologist	\$ 200	0.5		0.25			0.5			0.25			0.5			0.25			0.5			0.25			0.5	3.5
Project Engineer/Geologist	\$ 135																								0	
Staff Engineer/Geologist	\$ 100	1		1			1			1			1			1			1			1			8	
CADD Draftsman	\$ 110	0																							0	
Word Processor	\$ 87	0																							0	
Labor Total		\$200	\$0	\$150	\$0	\$0	\$200	\$0	\$0	\$150	\$0	\$0	\$200	\$0	\$0	\$150	\$0	\$0	\$200	\$0	\$0	\$150	\$0	\$0	\$100	\$1,500
General Expenses	2%	\$4	\$0	\$5	\$0	\$0	\$4	\$0	\$0	\$3	\$0	\$0	\$4	\$0	\$0	\$3	\$0	\$0	\$4	\$0	\$0	\$3	\$0	\$0	\$2	\$32
Field Solutions, Inc.	\$ 1	14600			1450			14600			1,450			14600			1450			14600			1450			\$64,200
Total Expenses		\$14,604	\$0	\$5	\$1,450	\$0	\$4	\$14,600	\$0	\$3	\$1,450	\$0	\$4	\$14,600	\$0	\$3	\$1,450	\$0	\$4	\$14,600	\$0	\$3	\$1,450	\$0	\$2	\$64,232
Monthly Total		\$14,804	\$0	\$155	\$1,450	\$0	\$204	\$14,600	\$0	\$153	\$1,450	\$0	\$204	\$14,600	\$0	\$153	\$1,450	\$0	\$204	\$14,600	\$0	\$153	\$1,450	\$0	\$102	\$65,732
Yearly Task Totals		\$16,613						\$32,814												\$16,305						
Task M2 - Johnson Canyon Sanitary Landfill																										
Principal Engineer/Geologist	\$ 200		0.25						0.25						0.25						0.25				1	
Project Engineer/Geologist	\$ 135																								0	
Staff Engineer/Geologist	\$ 100		1						1						1						1				4	
CADD Draftsman	\$ 110																								0	
Word Processor	\$ 87																								0	
Labor Total		\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$600	
General Expenses	2%	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$12	
Field Solutions, Inc.	\$ 1			2,775						2,775						2,775						2,775			\$11,100	
Total Expenses		\$0	\$3	\$2,775	\$0	\$0	\$0	\$0	\$3	\$2,775	\$0	\$0	\$0	\$0	\$3	\$2,775	\$0	\$0	\$0	\$0	\$3	\$2,775	\$0	\$0	\$0	\$11,112
Monthly Total		\$0	\$153	\$2,775	\$0	\$0	\$0	\$0	\$153	\$2,775	\$0	\$0	\$0	\$0	\$153	\$2,775	\$0	\$0	\$0	\$0	\$153	\$2,775	\$0	\$0	\$0	\$11,712
Yearly Task Totals		\$2,928						\$5,856												\$2,928						
Task M3 - Jolon Road Sanitary Landfill																										
Principal Engineer/Geologist	\$ 200		0.25						0.25						0.25						0.25				1	
Project Engineer/Geologist	\$ 135																								0	
Staff Engineer/Geologist	\$ 100		1						1						1						1				4	
CADD Draftsman	\$ 110																								0	
Word Processor	\$ 87																								0	
Labor Total		\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$600	
General Expenses	2%	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$12	
Field Solutios, Inc.	\$ 1			2,960						2,960						2960						2,960			\$11,840	
Total Expenses		\$0	\$3	\$2,960	\$0	\$0	\$0	\$0	\$3	\$2,960	\$0	\$0	\$0	\$0	\$3	\$2,960	\$0	\$0	\$0	\$0	\$3	\$2,960	\$0	\$0	\$0	\$11,852
Monthly Total		\$0	\$153	\$2,960	\$0	\$0	\$0	\$0	\$153	\$2,960	\$0	\$0	\$0	\$0	\$153	\$2,960	\$0	\$0	\$0	\$0	\$153	\$2,960	\$0	\$0	\$0	\$12,452
Yearly Task Totals		\$3,113						\$6,226												\$3,113						
Task M4 - Lewis Road Sanitary Landfill																										
Principal Engineer/Geologist	\$ 200	0.25					0.25						0.25						0.25					0.25	1.25	
Project Engineer/Geologist	\$ 135																							0		
Staff Engineer/Geologist	\$ 100	1					1						1						1					1	5	
CADD Draftsman	\$ 110																							0		
Word Processor	\$ 87																							0		
Labor Total		\$150	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$0	\$0	\$150	\$750	
General Expenses	2%	\$3	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$3	\$15	
Sampling Equipment	\$ 1	2980						2980					2980						2980						\$11,920	
Total Expenses		\$2,983	\$0	\$0	\$0	\$0	\$3	\$2,980	\$0	\$0	\$0	\$0	\$3	\$2,980	\$0	\$0	\$0	\$0	\$3	\$2,980	\$0	\$0	\$0	\$0	\$3	\$11,935
Monthly Total		\$3,133	\$0	\$0	\$0	\$0	\$153	\$2,980	\$0	\$0	\$0	\$0	\$153	\$2,980	\$0	\$0	\$0	\$0	\$153	\$2,980	\$0	\$0	\$0	\$0	\$153	\$12,685
Yearly Task Totals		\$3,286						\$6,266												\$3,133						
GROUNDWATER MONITORING TASKS TOTAL:		\$102,581																								

ESTIMATED PROJECT COSTS - GROUNDWATER REPORTING TASKS
SVSWA GROUNDWATER MONITORING SERVICES PROPOSAL JULY 2020 TO JUNE 2022

Work Task	Rate	2020						2021												2022						Task Totals
		July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	
Task R1 - Crazy Horse Sanitary Landfill																										
Principal Engineer/Geologist	\$ 200	1		0.5			0.5	1		0.5			0.5	1		0.5			0.5	1		0.5			0.5	8
Project Engineer/Geologist	\$ 135	6		1			1	4		1			1	4		1			1	4		1			1	26
Staff Engineer/Geologist	\$ 100	80		6			6	65		6			6	65		6			6	65		6			8	325
CADD Draftsman	\$ 110	3					7.5						7.5						7.5						7.5	33
Word Processor	\$ 87	2	1			1	2		1			1	2		1			1	2		1			1	2	18
Labor Total		\$9,514	\$87	\$835	\$0	\$87	\$1,834	\$7,240	\$87	\$835	\$0	\$87	\$1,834	\$7,240	\$87	\$835	\$0	\$87	\$1,834	\$7,240	\$87	\$835	\$0	\$87	\$2,034	\$42,806
General Expenses	2%	\$190	\$2	\$17	\$0	\$2	\$37	\$145	\$2	\$17	\$0	\$2	\$37	\$145	\$2	\$17	\$0	\$2	\$37	\$145	\$2	\$17	\$0	\$2	\$41	\$856
Monthly Total		\$9,704	\$89	\$852	\$0	\$89	\$1,871	\$7,385	\$89	\$852	\$0	\$89	\$1,871	\$7,385	\$89	\$852	\$0	\$89	\$1,871	\$7,385	\$89	\$852	\$0	\$89	\$2,075	\$43,662
Yearly Task Totals		\$12,604						\$20,569												\$10,489						
Task R2 - Johnson Canyon Sanitary Landfill																										
Principal Engineer/Geologist	\$ 200		1						1						1						1					4
Project Engineer/Geologist	\$ 135		1.5						1.5					0.5	1.5						1.5					6.5
Staff Engineer/Geologist	\$ 100	10	16					10	16					10	16					10	16					104
CADD Draftsman	\$ 110	2						2						2						2						8
Word Processor	\$ 87		2						1						2						2					7
Labor Total		\$1,220	\$2,177	\$0	\$0	\$0	\$0	\$1,220	\$2,090	\$0	\$0	\$0	\$0	\$1,288	\$2,177	\$0	\$0	\$0	\$0	\$1,220	\$2,177	\$0	\$0	\$0	\$0	\$13,567
General Expenses	2%	\$24	\$44	\$0	\$0	\$0	\$0	\$24	\$42	\$0	\$0	\$0	\$0	\$26	\$44	\$0	\$0	\$0	\$0	\$24	\$44	\$0	\$0	\$0	\$0	\$271
Monthly Total		\$1,244	\$2,220	\$0	\$0	\$0	\$0	\$1,244	\$2,131	\$0	\$0	\$0	\$0	\$1,313	\$2,220	\$0	\$0	\$0	\$0	\$1,244	\$2,220	\$0	\$0	\$0	\$0	\$13,838
Yearly Task Totals		\$3,464						\$6,909												\$3,464						
Task R3 - Jolon Road Sanitary Landfill																										
Principal Engineer/Geologist	\$ 200			1						1						1						1				4
Project Engineer/Geologist	\$ 135	0.5		1.5				0.5		1.5				0.5		1.5				0.5		1.5				8
Staff Engineer/Geologist	\$ 100		12	14					12	14					12	14					12	14				104
CADD Draftsman	\$ 110		2						2						2						2					8
Word Processor	\$ 87			2						2						2						2				8
Labor Total		\$68	\$1,420	\$1,977	\$0	\$0	\$0	\$68	\$1,420	\$1,977	\$0	\$0	\$0	\$68	\$1,420	\$1,977	\$0	\$0	\$0	\$68	\$1,420	\$1,977	\$0	\$0	\$0	\$13,856
General Expenses	2%	\$1	\$28	\$40	\$0	\$0	\$0	\$1	\$28	\$40	\$0	\$0	\$0	\$1	\$28	\$40	\$0	\$0	\$0	\$1	\$28	\$40	\$0	\$0	\$0	\$277
Monthly Total		\$69	\$1,448	\$2,016	\$0	\$0	\$0	\$69	\$1,448	\$2,016	\$0	\$0	\$0	\$69	\$1,448	\$2,016	\$0	\$0	\$0	\$69	\$1,448	\$2,016	\$0	\$0	\$0	\$14,133
Yearly Task Totals		\$3,533						\$7,067												\$3,533						
Task R4 - Lewis Road Sanitary Landfill																										
Principal Engineer/Geologist	\$ 200	1						1						1						1						4
Project Engineer/Geologist	\$ 135	1.5						1.5		0.5				1.5		0.5				1.5		0.5				7.5
Staff Engineer/Geologist	\$ 100	20		6			14	12		6			14	12		6			14	12		6			14	136
CADD Draftsman	\$ 110						2						2						2						2	8
Word Processor	\$ 87	2						2						2						2						8
Labor Total		\$2,577	\$0	\$600	\$0	\$0	\$1,620	\$1,777	\$0	\$668	\$0	\$0	\$1,620	\$1,777	\$0	\$668	\$0	\$0	\$1,620	\$1,777	\$0	\$668	\$0	\$0	\$1,620	\$16,989
General Expenses	2%	\$52	\$0	\$12	\$0	\$0	\$32	\$36	\$0	\$13	\$0	\$0	\$32	\$36	\$0	\$13	\$0	\$0	\$32	\$36	\$0	\$13	\$0	\$0	\$32	\$340
Monthly Total		\$2,628	\$0	\$612	\$0	\$0	\$1,652	\$1,812	\$0	\$681	\$0	\$0	\$1,652	\$1,812	\$0	\$681	\$0	\$0	\$1,652	\$1,812	\$0	\$681	\$0	\$0	\$1,652	\$17,328
Yearly Task Totals		\$4,892						\$8,291												\$4,145						
GROUNDWATER REPORTING TASKS TOTAL:		\$88,961																								



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: June 18, 2020

From: Cesar Zuñiga, Assistant General Manager /
Operations Manager

Title: A Resolution Approving a Professional Service
Agreement with Social Vocational Services
Inc. for Materials Processing and Litter
Abatement at the Johnson Canyon Landfill for
an Amount of \$172,618 for Two-Years with Two
Optional One-Year Extensions

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting its Objective to Promote Authority's Role and Value as a Resource Recovery Agency and Achieve 75% Diversion.

FISCAL IMPACT

The proposed FY 2020-21 Budget has sufficient funding to cover the diversion services and litter abatement provided by the agreement. The agreement includes all annual increases associated with the State of California minimum wage increases included in the initial two-year terms. The two-year agreement is estimated at \$172,618, which covers two (2) four (4) person crews. The agreement will also have two optional one-year extensions.

DISCUSSION & ANALYSIS

The Johnson Canyon Landfill has seen an increase in daily customer trips, which requires an increase effort to identify loads rich in recycling. The partnership with SVS allows the facility staff to concentrate on public services by assisting with both litter abatement and some diversion activities at the facility. The SVS crew was initially contracted for six months on a trial basis. The SVS clients have been a crucial part of maintaining the Material Recovery Center (MRC) at the facility and have also assisted with litter abatement. The service agreement with SVS Inc., requires a crew of six (6) workers from 9:00am to 12:45pm and two (2) trained supervisors Monday through Friday.

The Authority is committed to partner with SVS to provide employment to individuals with developmental disabilities from the Salinas Valley.

SVS is a non-profit agency in Monterey County fully dedicated to serving the disabled community by providing job skill development and job placement. The Salinas Valley Solid Waste Authority's partnership with SVS supports the sustainability goal of providing green

job opportunities to all citizens of the Salinas Valley. As a unique community based service, staff is recommending that the Board make the finding that under Authority Code Section 3.01.130 (3), this continuing service is an exception to competitive bidding requirements.

BACKGROUND

The mission of SVS, Inc. is to assist people with developmental disabilities to live and participate in their communities. SVS offers developmentally disabled adults the opportunity to participate in meaningful community work and develop job related skills.

ATTACHMENTS

1. Resolution
2. Exhibit A – Agreement

RESOLUTION NO. 2020 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT WITH SOCIAL VOCATIONAL SERVICES, INC. FOR MATERIALS PROCESSING AND LITTER ABATEMENT SERVICES AT THE JOHNSON CANYON LANDFILL FOR AN AMOUNT OF \$172,618 FOR TWO YEARS WITH TWO OPTIONAL ONE-YEAR EXTENSIONS

WHEREAS, the Salinas Valley Solid Waste Authority values Community Partnerships and finds that Social Vocational Services, Inc. provides a unique commodity to the Authority and the community by providing employment to individuals with disabilities in the Salinas Valley; and,

WHEREAS, as a unique community-based service the Board makes the finding that under the Authority Code Section 3.01.130 (3), this continuing service is an exception to competitive bidding requirements.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute a Two-Year professional services agreement with Social Vocational Services, Inc. for Materials Processing and Litter Abatement Services at the Johnson Canyon Landfill for an amount of \$172,618 for two (2) years, with two (2) optional One-Year extensions as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18th of June 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Robert Cullen, President

Erika J. Trujillo, Clerk of the Board

Roy Santos, Authority General Counsel



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
SOCIAL VOCATIONAL SERVICES (SVS)

TO PROVIDE LITTER & DIVERSION SERVICES

This agreement, made and entered into this 18th day of June 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 Social Vocational Services (hereinafter "Consultant").

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

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

NOW, THEREFORE, Consultant and Authority agree as follows:

1. Scope of Service

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

2. Completion Schedule

Consultant shall complete the consulting services described in Exhibit "A" by June 30, 2022 with two (2) optional one (1) year extensions.

3. Compensation

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

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

4. Billing

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

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

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

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

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

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

5. Additional Services

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

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

6. Additional Copies

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

7. Responsibility of Consultant

- A. By executing this agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a competent manner. By executing this agreement, Consultant further agrees that

the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees that Consultant shall follow the current, generally accepted professional standard of care to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which the services are rendered under this agreement. Consultant shall have the right to reasonably rely on all information provided by Authority without independent verification.

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

8. Responsibility of Authority

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

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

9. Acceptance of Work Not a Release

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

10. Indemnification and Hold Harmless

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

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

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

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

11. Insurance

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

property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

C. Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

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

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

Subcontractors

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

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

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

12. Access to Records

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

13. Assignment

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

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

14. Changes to Scope of Work

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

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

15. Compliance with Laws, Rules, and Regulations

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

16. Licenses

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

17. Fiscal Considerations

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

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

18. Interest of Public Official

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

19. Withholding (Form 730)

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

20. California Residency (Form 590)

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

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

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

22. Independent Contractor

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

23. Exhibits Incorporated

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

24. Integration and Amendment

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

25. Jurisdiction

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

26. Severability

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

27. Notice to Proceed; Progress; Completion

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

28. Ownership of Documents

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

29. Subcontractors

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

30. Dispute Resolution

A. MEDIATION

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

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

B. ARBITRATION

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

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

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

31. Termination

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

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

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

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

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

32. Audit and Examination of Accounts

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

33. Extent of Agreement

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

34. Notices

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

Via Mail

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

Hand Delivered

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

- B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:
Social Vocational Services
Guadalupe Alvarez
335 Abbott Street
Salinas, CA 93901
- C. The execution of any such notices by the Chief Administrative Officer or Assistant General Manager representative of the Authority shall be effective as to Consultant as if it were by resolution or order of the Authority Board, and Consultant shall not question the authority of the Chief Administrative Officer or Assistant General Manager to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35. Nondiscrimination

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

36. Conflict of Interest

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

37. Headings

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

38. Multiple Copies of Agreement

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

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

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

R. Patrick Mathews
General Manager/CAO

Roy Santos
Authority General Counsel

ATTEST:

Erika J. Trujillo
Clerk of the Board

CONSULTANT: Social Vocational Services

Signature

Guadalupe Alvarez
Printed Name

Program Director
Title

Attachments:

Exhibit A Scope of Services



Report to the Board of Directors

ITEM NO. 10

Finance and Administration Manager-
Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: June 18, 2020

From: Cesar Zuñiga, Assistant General
Manager/Operations Manager

Title: A Resolution Authorizing the Purchase of One
Used LP 1400 Vertical Mixer K1035 For the
Organics Diversion Program to Kirby
Manufactory Inc. for an Amount of \$53,873.92

RECOMMENDATION

Staff recommends approval of the resolution for the purchase of one used LP 1400 Vertical Mixer K1035 that will be used for mixing diverted organic and food waste prior to being composted to Kirby Manufactory Inc.

STRATEGIC PLAN RELATIONSHIP

The purchase of the LP 1400 Vertical Mixer will assist the Authority in supporting its Objective to Promote Authority's Role and Value as a Resource Recovery Agency and Achieve 75% Diversion

FISCAL IMPACT

In 2017, CalRecycle awarded the Authority a grant of \$1,341,865 for the 2016-17 Organics Grant Program with a grant ending date of April 1, 2020. The budget for construction was \$1,073,492 and has been fully expended. The last expense reimbursement of \$124,263.23 is in the process of being submitted.

The grant also included \$268,373 in performance payments. However, the project overcame several regulatory challenges that delayed the start of the compost operation, resulting in the inability to claim most of the performance payments. On February 14, 2020, CalRecycle reached out to the Authority for the opportunity to extend the grant agreement term for one additional year, through April 1, 2021, and provided the Authority the opportunity to re-allocate the unclaimed performance payments to cover additional infrastructure needs to improve the project.

The Authority allocated the remaining performance payment amount of \$236,663.89, to cover other equipment and infrastructure needs. There are sufficient funds within the Organics Grant to cover the purchase of the vertical mixer.

DISCUSSION & ANALYSIS

With the April 1, 2020 original grant term near, CalRecycle contacted the Authority with the opportunity to utilize the unspent performance payments to fund any infrastructure needs to improve the project. During the past ten months, the Authority has been continuously analyzing program improvements and has identified key areas that will maximize processing capacity and increase outputs. The Authority proposed to use the unclaimed funds to cover additional infrastructure needs that are essential to address processing bottlenecks, including inadequately sized packed organics receiving pad and mixing of post de-packaged wet materials with dry, ground green waste. The Authority has discovered the original grant anticipated mixing wet de-packaged materials with dry green waste with a loader. However, this method has proven to be very slow and inefficient, limiting throughput. Staff identified the use of a mechanical mixer will greatly improve the throughput and allow for maximum material processing.

BACKGROUND

The Authority submitted to CalRecycle, a Cooperative Grant Applicant with the Food Bank of Monterey County to divert 23,508 tons of waste from the landfill during the grant term, through April 1, 2020. The grant project proposes to 1) upgrade infrastructure of its current green waste chip and grind operation, located at Johnson Canyon Landfill, to allow a full-scale food waste composting operation, 2) purchase and install de-packaging equipment to remove non-marketable organic material from its packaging allowing an estimated 8,699 tons of produce currently being landfilled to be composted during the grant term, 3) fund the purchase of a new 2018 fuel efficient, 4,500 lb. capacity, refrigerated truck for the Food Bank for Monterey County. The purchase of the organics vertical mixer will assist with efficient mixing of diverted organic material and pre-processing prior to composting the diverted material.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Quote

RESOLUTION NO. 2020 -

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE USED LP 1400 VERTICAL MIXER K1035 FOR THE ORGANICS DIVERSION PROGRAM TO KIRBY MANUFACTORY INC. FOR AN AMOUNT OF \$53,873.92.

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 LP 1400 Vertical Mixer k1035 from Kirby Manufactory Inc. for the organics diversion program, 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 18th day of June 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



PO Box 989, 484 S Hwy 59 Merced, CA 95341 (209)723-0778, Fax (209)723-3941

City of Gonzales
31400 Johnson Canyon Rd.
Gonzales, Ca. 93926

John Labandeira
(559)-358-1027
JohnL@kirby.com

LP 1400 Vertical Mixer K1035 KROO4769

Twin Auger Mixer
Direct drive
Right and Left side doors and rear door
Single eye adjustable hitch
Stainless steel sides 42" up the sides 10 gauge
Stainless steel floor 10 gauge
Stainless steel rod on leading edge of each flights
Walking beam suspension
Digi Star 3600 scale with remote

Price of unit	\$49,999.00
Monterey Co. Tax 7.75%	\$3,874.92
Total Price of unit	\$53,873.92

K1035 is used no warranty

Accepted by: _____

Date 6-3-2020

Method of payment Cash

Proposals are valid for 30 days from date quoted.

When applicable:

Equipment is to be paid for at the time of delivery.



Report to the Board of Directors

ITEM NO. 11

Finance and Administration Manager-
Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

General Counsel

Date: June 18, 2020

From: Cesar Zuñiga, Assistant General
Manager/Operations Manager

Title: A Resolution Authorizing the Purchase of One
Used 2013 John Deere 8360R Tractor for the
Organics Diversion Program to Pacific Ag
Rentals of Salinas for an Amount of \$107,750.00

RECOMMENDATION

Staff recommends approval of the resolution for the purchase of one used John Deere 8360R that will be used for mixing diverted organic and food waste prior to being composted to Pacific Ag Rentals (PAR).

STRATEGIC PLAN RELATIONSHIP

The purchase of the used 2013 John Deere 8360R tractor will assist the Authority in supporting its Objective to Promote Authority's Role and Value as a Resource Recovery Agency and Achieve 75% Diversion

FISCAL IMPACT

In 2017, CalRecycle awarded the Authority a grant of \$1,341,865 for the 2016-17 Organics Grant Program with a grant ending date of April 1, 2020. The budget for construction was \$1,073,492 and has been fully expended. The last expense reimbursement of \$124,263.23 is in the process of being submitted.

The grant also included \$268,373 in performance payments. However, the project overcame several regulatory challenges that delayed the start of the compost operation, resulting in the inability to claim most of the performance payments. On February 14, 2020, CalRecycle reached out to the Authority for the opportunity to extend the grant agreement term for one additional year, through April 1, 2021, and provided the Authority the opportunity to re-allocate the unclaimed performance payments to cover additional infrastructure needs to improve the project.

The Authority allocated the remaining performance payment amount of \$236,663.89, to cover other equipment and infrastructure needs. There are sufficient funds within the Organics Grant to cover the purchase of the used John Deere 8360R tractor.

DISCUSSION & ANALYSIS

With the April 1, 2020 original grant term near, CalRecycle contacted the Authority with the opportunity to utilize the unspent performance payments to fund any infrastructure needs

to improve the project. During the past ten months, the Authority has been continuously analyzing program improvements and has identified key areas that will maximize processing capacity and increase outputs. The Authority proposed to use the unclaimed funds to cover additional infrastructure needs that are essential to address processing bottlenecks, including inadequately sized packed organics receiving pad and mixing of post de-packaged wet materials with dry, ground green waste. The Authority has discovered the original grant anticipated mixing wet de-packaged materials with dry green waste with a loader. However, this method has proven to be very slow and inefficient, limiting throughput. Staff identified the use of a mechanical mixer will greatly improve the throughput and allow for maximum material processing. The operation of the vertical mixer requires a specific horse powered tractor and hydraulic hook ups, which the desired used John Deere 8360R can handle.

Staff researched a used John Deere 8360R and found many models within the Western United States. All units found were in the range of \$100,000 to \$125,000 for similar model years and hours of use. Staff found the best price was from Pacific Ag Rentals in Salinas, CA. Besides getting the best pricing locally, PAR purchase will also result in cost savings associated with shipping of the unit for other locations. Below are the cost estimates for a used John Deere 8360R with similar hours and model years:

Vendor	Model Year	Hours	Cost*	Location
Pacific Ag Rentals	2013	6,529	\$107,750	Salinas, CA
RDO Equipment	2014	6,990	\$117,631	Othello, WA
ATI Machinery	2013	5,600	\$134,688	Five Points, CA

*PAR free delivery / other vendors cost does not include shipping

BACKGROUND

The Authority submitted to CalRecycle, a Cooperative Grant Applicant with the Food Bank of Monterey County to divert 23,508 tons of waste from the landfill during the grant term, through April 1, 2020. The grant project proposes to 1) upgrade infrastructure of its current green waste chip and grind operation, located at Johnson Canyon Landfill, to allow a full-scale food waste composting operation, 2) purchase and install de-packaging equipment to remove non-marketable organic material from its packaging allowing an estimated 8,699 tons of produce currently being landfilled to be composted during the grant term, 3) fund the purchase of a new 2018 fuel efficient, 4,500 lb. capacity, refrigerated truck for the Food Bank for Monterey County. The purchase of the used 2013 John Deere 8360R tractor will assist with the organics vertical mixer and provide an efficient mixing of diverted organic material and pre-processing prior to composting the diverted material.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Quote

RESOLUTION NO. 2020 -

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE USED 2013 JOHN DEERE 8360R TRACTOR FOR THE ORGANICS DIVERSION PROGRAM TO PACIFIC AG RENTALS OF SALINAS, CA FOR AN AMOUNT OF \$107,750.00.

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 2013 John Deere 8360R Tractor from Pacific Ag Rentals of Salinas, CA for the organics diversion program, 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 18th day of June 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



6/9/2020

SALINAS VALLEY SOLID WASTE

☐ New Customer[illegible]



Report to the Board of Directors

Date: June 18, 2020
From: Mandy Brooks, Resource Recovery Manager
Title: Recycling Recognition

ITEM NO. 12

N/A

Finance Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

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

ITEM No. 12

COMPOSTING
RECOGNITION
AWARDS

SALINAS VALLEY
RECYCLES
BOARD OF DIRECTOR'S
MEETING
JUNE 18, 2020



1



W HOLEHEARTED
O UTSTANDING
R OT
M ASTER

Luis Alcala

2

- **Met at Composting Workshop for Frank Ledesma School's (Soledad) Afterschool Program**
- **Genuine Interest in Composting:** "I want to do the worm composting; how can I get some worms to start doing this at home"
- **Showed Initiative:** Brought his dad to help him set up a worm bin and SVR donated the worms
- **Committed to the Worms:** Calls with questions or troubleshooting with the worms.



Luis

3



4



5



6



- **Own Process:** Started composting three years ago. Two years ago purchased a steel fire pit and began layering food waste, shredded paper and cardboard into it. Last year bought a 2nd steel fire pit to do the same process
- **Open to Learning:** Learned that Jardin El Sol uses open worm bins and loves that idea. Has attended multiple SVR's worm compost workshops and learned a lot
- **Worm Advocate:** Uses worm composting system to fertilize the soil and plans to continue using the same system because of its effectiveness

7



Attended Multiple SVR's Worm Compost Workshops

8

Setting the Corrugated Steel Fire Pit



Worms Eating Food Waste



Finished Worm Composting



9



10



Report to the Board of Directors

Date: June 18, 2020

From: Patrick Mathews, General Manager/CAO

Title: Update on Sun Street Transfer Station
Relocation Project

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**

SUN STREET RELOCATION PROJECT

Board of Directors Update: 6/18/2020
Patrick Mathews, General Manager/CAO

1

STAKEHOLDER ROLES

- ▶ **SVSWA**
 - ▶ Project Proponent
 - ▶ CEQA Lead Agency
 - ▶ Business Partner w/Republic Services
 - ▶ Public Services and Regulatory Compliance
 - ▶ Co-funder of Rossi/Road Extension
- ▶ **Republic Services of Salinas**
 - ▶ Business Partner with SVSWA
 - ▶ Owner of Madison Lane Transfer Station and Corporation Yard
 - ▶ Salinas Franchise Refuse and Recycling Collector
- ▶ **City of Salinas**
 - ▶ Project Facilitator to support Sun Street Relocation for future Alisal Market Place Development
 - ▶ Co-funder and Benefactor of Rossi/Road Extension (southern leg of General Plan Frwy Bypass)
- ▶ **County of Monterey**
 - ▶ Rossi Road Extension Lead, Design and Build
 - ▶ Co-funder of Rossi/Road Extension
- ▶ **South Boronda Community & Businesses**
 - ▶ Benefactors of Rossi Road Extension
 - ▶ “Potential” Co-funder of Rossi/Road Extension

2

MEMBER AGENCY PROJECT SUPPORT

- ▶ County assigns RMA/DPW staff to work with Salinas, SVR and Boronda Community/Businesses to develop the plan for Rossi Road Extension Project
- ▶ County shares in Rossi Extension Funding and MOU preparation
- ▶ County, Salinas and SVSWA agree to include Rossi Extension in Project CEQA
- ▶ Salinas shares initial Rossi Extension Funding MOU work product (2015)
- ▶ Salinas supports Republic Services efforts to move forward on proposed Project and Business Partnership w/SVSWA at MLTS
- ▶ Salinas assigns staff to participate in project development
- ▶ Salinas forwards contacts for all past and current interested AMP developers SVSWA can contact for SSTS purchase interest
- ▶ Salinas rescinds Notice of Intent to Withdraw

3

Historic Bond Ratings

- ▶ 1997 - S&P Rating BBB
 - ▶ Agency Formation and initial Bond issue (\$9M)
- ▶ 2002 - S&P Rating A-
 - ▶ New Bond and refinance 1997 Bond (\$40M)
- ▶ 2010 - S&P Rating A+
 - ▶ Rating upgrade (periodic review)
- ▶ 2017 - S&P Rating AA-
 - ▶ Rating upgrade (periodic review)

4



Report to the Executive Committee

Date: June 18, 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. 14

N/A

Finance Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Legal Counsel

AN UPDATE WILL BE GIVEN AT THE MEETING

ATTACHMENT

1. Email from Drew Tipton Regarding City of Greenfield Concerns over Salinas "demands" to SVSWA, dated May 21, 2020
2. Agenda for the City of Salinas / SVSWA Meeting of May 29, 2020
3. Agenda for the City of Salinas / SVSWA Meeting of June 5, 2020

From: Drew Tipton <dtpion@ci.greenfield.ca.us>
Sent: Thursday, May 21, 2020 10:03 AM
To: Patrick Mathews; ROBERT CULLEN
Cc: Paul Wood; tcochran@lozanosmith.com
Subject: City of Greenfield Concerns over Salinas' "demands" to SVSWA

Good afternoon, Patrick and Rob--

As the SVSWA representative for the City of Greenfield, I have worked with our City Manager and our City Attorney to come up with a list of concerns/questions about Salinas' demands:

- Upon whose authority were these demands created – it appears as though they were transmitted from the office of the mayor, but were these from the consensus of the council? Is this the formal position of the entire city council?
- The City of Greenfield is concerned that this is a 'poison pill' for the Authority – Salinas can state that they tried to negotiate, and were rejected, even though the terms were not delivered in good faith.
- How often do you reallocate the board votes based upon tonnage? Every year? Every other year?
- 72 hour notice precludes special or emergency meetings, and prevents changes or updates within 72 hours – more restrictive than state law/Brown Act
- Concern about having new station open in time for June 30, 2021. Why "unconditionally" for the closure by that date?
- What is "full responsibility" for the sale? Why is the burden solely on the SVSWA? Shouldn't it be shared by all the members? What does Salinas mean by this?
- They want authority over design and operations on something not within city limits? This does not seem appropriate.
- No difference in cost for transfer loads or direct loads to Johnson Canyon? What are the current transport fees for transfer loads?
- If Salinas wants full financial disclosure and transparency, then they need to share their R3 report and all other data gathered with us in the interests of transparency - they should not be requesting something that they, themselves, are not willing to provide
- Salinas rates will need to be adjusted up and in line with the rest of the authority members. If fees are spread evenly by tonnage, then that means that Salinas will see the lion's share of any increase.
- #5 is a rehash of #3 – why?
- Only 30% of the waste flow is guaranteed to JCL – how will this allow SVSWA to maintain low costs without full knowledge of the waste flow
- Are #8 and #9 contradictory? The city shall require organics and greenwaste to go to SVSWA, but then SVSWA will relax flow control and allow organics and food waste to go somewhere else?

Thanks,
Drew



Drew Tipton

Councilmember

Tel. 831.674.5591

Fax. 831.674.3149

dtipton@ci.greenfield.ca.us

City of Greenfield

599 El Camino Real

P.O. Box 127

Greenfield CA 93927

www.ci.greenfield.ca.us



Reduce. Reuse. Recycle. Re-planet.

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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 29, 2020 at 11:00 a.m.

<https://zoom.us/j/92810363146?pwd=U1h5a2k1WDhMRVdmcFA1V0Q4UmhvUT09>

+16699006833 Meeting ID: 928 1036 3146 Password: 818577

- I. Governance JPA Weighted Vote Draft (attached)
- II. Developments and Commitments for Sale of Sun St. Transfer Station Site and Closure/Removal and Acquisition of Madison Ln.
- III. Agenda Items for Next Meeting

Current Voting Provision

Votes. Each Party to this Agreement shall appoint its respective representative or representatives to serve as a member or members on Authority Board. Each member shall have one (1) vote. Five (5) votes shall be required for any action of the Authority Board and one (1) of the five (5) votes must be from a representative from Salinas.

Proposed Voting Provision

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 Board, and each member of the Board shall have one vote

Population Weighted Voting. Upon the call and the request of any Authority 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 Board, with each member having one or more votes based upon the population of the city or unincorporated county area such member represents. In order for the Board to take action under the provisions of this section, 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 provided at least one of the votes in favor is from the Salinas representative.

For the purposes of determining the weighted vote of the cities or the unincorporated area of the county, the weighted vote by population shall be based on the most current census and Authority staff shall update annually based on the California State Department of Finance population estimate when it becomes available. If there is a change in the population of one city or in the unincorporated county area which disrupts the vote balance then each of the member agencies' vote shall be adjusted in order to maintain the voting balance.

OR

Tonnage Weighted Voting. Upon the call and the request of any Authority member, present and able to vote, and a quorum being present, a weighted formula shall apply for nay vote to be take by the Board, with each member having one or more votes based upon the total amount of tonnage of solid waste and recyclables (including solid waste, green waste, food waste, etc.) contributed to the Authority by the city or unincorporated county area such member represents. In order for the Board to take action under the provisions of this section, a majority of the votes weighted by the amount of tonnage contributed to the Authority must be cast in favor of the action, provided that not less than two member agencies vote in favor of the action and provided at least one of the votes in favor is from the Salinas representative.

For purposes of determining the weighted vote for the cities or the unincorporated area of the county, the weighted vote by tonnage of solid waste and recyclables contributed to the Authority

shall be based on the prior fiscal year's data and Authority staff shall update annually based on the total amount of solid waste and recyclables contributed to the Authority by each of the member agencies.

SAMPLE

Tonnage by Population		
City	Population	Tonnage %
Gonzales	8,506	11%
Greenfield	18,284	
King City	14,797	
Soledad	25,301	
	66,888	
Salinas	162,222	61%
North County	10,000 Customer Accounts	28%



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

June 5, 2020 at 11:00 a.m.

<https://zoom.us/j/94449731893?pwd=RTRCM3FVeklwUHVjcTZlVHpoMkl4Zz09>

+16699006833 Meeting ID: 944 4973 1893 Password: 293711

- I. Governance JPA Weighted Vote Draft (attached)
- II. Developments and Commitments for Sale of Sun St. Transfer Station Site and Closure/Removal and Acquisition of Madison Ln.
- III. Agenda Items for Next Meeting

Current Voting Provision

Votes. Each Party to this Agreement shall appoint its respective representative or representatives to serve as a member or members on Authority Board. Each member shall have one (1) vote. Five (5) votes shall be required for any action of the Authority Board and one (1) of the five (5) votes must be from a representative from Salinas.

Proposed Voting Provision

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 Board, and each member of the Board shall have one vote

Population Weighted Voting. Upon the call and the request of any Authority 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 Board, with each member having one or more votes based upon the population of the city or unincorporated county area such member represents. In order for the Board to take action under the provisions of this section, 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 provided at least one of the votes in favor is from the Salinas representative.

For the purposes of determining the weighted vote of the cities or the unincorporated area of the county, the weighted vote by population shall be based on the most current census and Authority staff shall update annually based on the California State Department of Finance population estimate when it becomes available. If there is a change in the population of one city or in the unincorporated county area which disrupts the vote balance then each of the member agencies' vote shall be adjusted in order to maintain the voting balance.

OR

Tonnage Weighted Voting. Upon the call and the request of any Authority member, present and able to vote, and a quorum being present, a weighted formula shall apply for nay vote to be take by the Board, with each member having one or more votes based upon the total amount of tonnage of solid waste and recyclables (including solid waste, green waste, food waste, etc.) contributed to the Authority by the city or unincorporated county area such member represents. In order for the Board to take action under the provisions of this section, a majority of the votes weighted by the amount of tonnage contributed to the Authority must be cast in favor of the action, provided that not less than two member agencies vote in favor of the action and provided at least one of the votes in favor is from the Salinas representative.

For purposes of determining the weighted vote for the cities or the unincorporated area of the county, the weighted vote by tonnage of solid waste and recyclables contributed to the Authority

shall be based on the prior fiscal year's data and Authority staff shall update annually based on the total amount of solid waste and recyclables contributed to the Authority by each of the member agencies.

SAMPLE

Tonnage by Population

City	Population	Tonnage %
Gonzales	8,506	25%
Greenfield	18,284	
King City	14,797	
Soledad	25,301	
	66,888	
Salinas	162,222	61%
North County	35,000	13%

SVR Agenda Item - View Ahead 2020

Item No. 15

	Jul	Aug	Sep	Oct	Nov	Dec
A						
1	MEETINGS RECESS	Minutes	Minutes	Minutes	Minutes	MEETINGS TENTATIVE
2		May Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	
3		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	
4		June 30 Cash & Investments Report (EC)	New FY Grants & CIP Budget (EC)	September 30 Cash & Investments Report	3rd Qtr. Tonnage & Diversion Report	
5		Member Agencies Activities Report	Annual Franchise Haulers Performance Rapt	BD/EC Meetings Schedule	Fund Balance Reserves (EC)	
6		2nd Qtr. Tonnage & Diversion Report	Update on Gloria/Iverson Rd. Project	2018-2019 SVR Annual Report	Annual County Used Oil Report	
7		Employee of the Year Recognition	Recycling Recognition	Audit Report Previous FY (EC)	Recycling Recognition	
8		Annual Tonnage & Diversion Performance Report	Board Policy Updates (EC)	SSTS Relocation Project update (EC)	New Officers Nominating Committee	
9		Social Media Campaign	SSTS Relocation Project update (EC)	<i>GM Evaluation (EC)</i>	SSTS Relocation Project update (EC)	
10		SSTS Relocation Project update (EC)	<i>Real Property Negotiations</i>	<i>Real Property Negotiations</i>	<i>GM Evaluation (EC)</i>	
11		<i>Real Property Negotiations</i>			<i>Real Property Negotiations</i>	
12						
13						
14						
15						

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