



**AGENDA**  
**Regular Meeting**

**BOARD OF DIRECTORS**

**June 17, 2021 6:00 p.m.**

Zoom Meeting ID No. **870 3698 5418**

Passcode: **155469**

**Important Notice on Page 2**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**Board Directors**

County: John M. Phillips  
County: Chris Lopez, *President*  
Salinas: Christie Cromeenes, *Vice President*  
Salinas: Kimbley Craig  
Salinas: Anthony Rocha  
Gonzales: Elizabeth Silva  
Soledad: Ben Jimenez, Jr.  
Greenfield: Andrew Tipton, *Alt. Vice President*  
King City: Robert S. Cullen

**Alternate Directors**

County: Luis Alejo  
Salinas: Orlando Osornio  
Gonzales: Scott Funk  
Soledad: Carla Strobbridge  
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 20, 2021 Meeting](#)
2. [April 2021 Claims and Financial Reports](#)
3. [Member and Interagency Activities Report for May 2021](#)
4. [A Resolution Approving a Professional Services Agreement with SGA Marketing for Media Marketing Services in an Amount of \\$100,000](#)
5. [A Resolution Approving a Two-Year Service Agreement with Clean Earth for Household Hazardous Waste Transportation and Disposal/Recycling](#)
6. [A Resolution Awarding the Purchase of One New 2020 Ford F-550 Mechanics Truck to Worthington Truck Center for an Amount of \\$72,500.99](#)
7. [A Resolution Approving Amendment No. 1 to the Memorandum of Understanding with the County of Monterey for Litter Abatement Services in the Amount of \\$100,000 for Fiscal Years 2021-22 and 2022-23](#)
8.
  - A. [A Resolution Authorizing Investment of Monies at Mechanics Bank](#)
  - B. [A Resolution Authorizing Investments of Monies in the Local Agency Fund](#)

9. [Update on Sun Street Transfer Station Relocation Project and City of Salinas' One Year Notice of Intent to Withdraw from the Joint Powers Agreement with the Salina Valley Solid Waste Authority](#)
10. A. [A Resolution Approving a Professional Service Agreement with Douglas Nolan, dba Rock Steady Juggling for the School Assembly Program in an Amount of \\$35,250](#)  
B. [A Resolution Approving a Professional Service Agreement with The EcoHero Show LLC for the School assembly Program in an Amount of \\$22,400](#)

## **PRESENTATION**

11. [FOOD WASTE & RECYCLING AWARD PROGRAM 2021](#)
  - A. Receive Report from Mandy Brooks, Resource Recovery Manager
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action – None; informational only
12. [SCHOOL OUTREACH: A LOOK FORWARD](#)
  - A. Receive Report from Darlene Ruiz, Resource Recovery Technician
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action – None; informational only
13. [SUSTAINABLE FINANCING AND RATE SETTING](#)
  - A. Receive Report from Ray Hendrick Finance and Administration Manager
  - B. Board Discussion
  - C. Public Comment
  - D. Recommended Action – None; informational only

## **CONSIDERATION**

14. [FUTURE BOARD MEETING PROTOCOLS](#)
  - A. Receive Report from 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**

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### **Important Notice**

Due to State, County and local orders and recommendations on protocols to contain the spread of COVID-19, all of the Board members will be attending remotely from various locations. Members of the public

interested in observing the meeting may do so on our YouTube channel

<https://www.youtube.com/user/svswa831>.

To make a general public comment, or comment on a specific item on the agenda, you may do so by submitting your comment via email by 5 p.m. on Thursday, June 17, 2021 to the Clerk of the Board at [comment@svswa.org](mailto:comment@svswa.org). Comments should be limited to 250 words or less. 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 via e-mail after 5 p.m. will be made part of the record if received prior to the end of the meeting. To assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the item number (i.e. Item No. 10).

To make a general comment or to comment on a specific agenda item as it is being heard, you may do so by participating via ZOOM. Join with computer audio at:

<https://us02web.zoom.us/j/87036985418?pwd=Zm5iMGR0RUZlVFFnWmxkc1N5ZFh3QT09>.

When you are ready to make a public comment, please click the Raise Hand icon or

Participate by phone by dialing any of the numbers listed below and entering the meeting ID number and passcode:

+1 669 900 9128	+1 253 215 8782	+1 346 248 7799
+1 301 715 8592	+ 1 312 626 6799	+ 1 646 558 8656
Enter <b>Meeting ID: 870 3698 5418</b> #		Passcode: <b>155469</b>
To <b>Raise your Hand</b> press <b>*9</b>		To <b>Mute</b> and <b>Unmute</b> yourself press <b>*6</b>

Based on 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 by maintaining appropriate social distancing with a 6-foot distance between individuals and the limited space available there will be no observation room available for the public.

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 11, 2021**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, **Thursday, August 19, 2021**. 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](http://www.salinasvalleyrecycles.org). In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. *Se proporcionará interpretación a Español.*

**MINUTES OF  
THE SALINAS VALLEY SOLID WASTE AUTHORITY  
BOARD MEETING  
MAY 20, 2021**

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

**CALL TO ORDER**

President Lopez called the meeting to order at 6:02 p.m.

**ROLL CALL**

The following Board Directors were present (via Teleconference):

County of Monterey	Chris Lopez, <i>President</i>
County of Monterey	John M. Phillips
City of Salinas	Christie Cromeenes, <i>Vice President</i>
City of Salinas	Kimbley Craig
City of Salinas	Anthony Roca
City of Gonzales	Elizabeth Silva
City of Soledad	Ben Jimenez, Jr.
City of Greenfield	Andrew Tipton, <i>Alt. Vice President</i>
City of King	Robert Cullen

Staff Member Present (Via Teleconference):

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

Brian Kennedy, *Engineering and Environmental Compliance Manager*  
Michelle Sassano, *General Counsel*  
Rosie Ramirez, *Administration Assistant*  
Erika J. Trujillo, *Clerk of the Board*

**MEETING ANNOUNCEMENTS**

(6:04) President Lopez made the following comments and announcements:

- To make general public comment or comments on a specific agenda item member participating via ZOOM members from the public must click the raise hand button and for members participating via telephone must press \*9 to raise hand and \*6 to mute/unmute.
- Spanish translation services were available by calling in to 1 (425) 436-6345 and using Access Code: 444666.

**GENERAL MANAGER COMMENTS**

(6:05) General Manager/CAO Mathews indicated there was no need to have closed session. Mr. Mathews reported that 100% of the office staff and 83% of the operation staff have been vaccinated for an overall 89% vaccination for the agency. He indicated the Board members should have received the requested written response from the City of Salinas Mayor earlier in the day regarding the equalization of the Organics rates discussed at the April Board meeting.

**DEPARTMENT MANAGER COMMENTS**

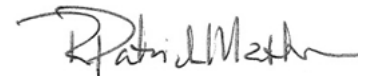
(6:07) Resource Recovery Manager Brooks reminder the Board and public of the Tire Amnesty Event currently underway that will be ending on May 31<sup>st</sup>.

**BOARD DIRECTORS COMMENTS**

(6:07) Director Cullen thanked Authority staff for providing litter abatement supplies for the April 24 Earth Day Clean up event held in King City. President Lopez reported he developed Bell's Palsy and might be speaking a little different. He thanked everyone for everyone's support in the past few days.

**ITEM NO. 1**

Agenda Item



General Manager/CAO

*R. Santos by E.T.*

General Counsel Approval



**PUBLIC COMMENT**

(6:08) None

**CONSENT AGENDA (6:09)**

1. Minutes of the April 15, 2021 Regular Meeting
2. March 2021 Claims and Financial Reports
3. Member and Interagency Activities Report for April 2021
4. Tonnage and Diversion Report for the Quarter Ended March 31, 2021
5. Resolution No. 2021-15 Establishing the Investment Policy
6. Update on Sun Street Transfer Station Relocation Project and on the City of Salinas' One Year Notice of Intent to Withdrawal from the Joint Powers Agreement with the Salinas Valley Solid Waste Authority
7. Resolution No. 2021-16 Authorizing Amendment No.1 Authorizing a Two-year Extension to the Professional Services Agreement with SCS Field Services for Environmental Control Systems Operations and Maintenance in the Amount of \$531,495.00
8. Resolution No. 2021-17 Awarding Sole Sourcing the Purchase of a New 2022 Walking Floor Transfer Trailer to Western Trailers for an Amount of \$93,004.00

**Public Comment:** None

**Motion:** Director Craig made a motion to approve the consent agenda as presented. Vice President Cromeenes seconded the motion.

**Votes:** Motion carried 9,0

Ayes: Craig, Cromeenes, Cullen, Jimenez, Lopez, Phillips, Rocha, Silva, Tipton

Noes: None

Abstain: None

Absent: None

**PRESENTATION**

**9. AMERESCO LANDFILL GAS/BIOGAS UTILIZATION PROPOSAL**

(6:10) General Manager/CAO Mathews provided a background on the partnership with Ameresco that began in 2009 for the purchase of Landfill Gas to generate electricity. He indicated Machado & Sons, Inc. approached Ameresco last year with a partnership proposal on a new project idea to convert agricultural culls/wastes and landfill gas to Renewable Natural Gas. He introduced Jim Bier with AMERESCO and Sean Kilgrow with Machado & Sons, Inc. who detailed the process, the potential benefits for the Authority and the region, and the many challenges of the project.

**Board Discussion:** The Board discussed the presentation.

**Public Comment:** None

**Motion:** None; Information Only

**10. UPDATE ON SB 1383**

(6:47) Resource Recovery Manager Brooks reported on the progress made on the SB 1383 Organics Recycling Programs that will assist in meeting the mandates. She indicated the revised program reports were completed in April to include biosolids tonnage not previously included. Mrs. Brooks indicated the review of various Anaerobic Digestion technologies are being considered to expand the existing composting capacity. She detailed the contracts

approved to support the progress of the programs and public outreach. The Cities currently participating in the pilot Commercial Food Waste Collection Service and number of commercial customers participating was detailed.

**Board Discussion:** The Board discussed the presentation.

**Public Comment:** None

**Motion:** None; Information Only

#### **11. JOHNSON CANYON LANDFILL DEVELOPMENT UPDATE**

(6:59) Engineering & Environmental Compliance Manager Kennedy provided a report on history of the Johnson Canyon Landfill development and changes since its opening in 1976. He explained new environmental requirements and the landfill plan that consists of a total of ten modules with only three remaining. The last module is estimated to be constructed in 2050. Mr. Kennedy explained in detail the traditional closure methods for the closure of landfills and the proposed use of the soil, known as Evapotranspirative Cover, from the three remaining modules for the closure of the Johnson Canyon Landfill. He reported on the substantial cost savings between the traditional covering and the evapotranspirative cover.

**Board Discussion:** The Board discussed the presentation.

**Public Comment:** None

**Motion:** None; Information Only

#### **CONSIDERATION**

#### **12. RESOLUTION NO. 2021-18 APPROVING AMENDMENT NO. 3 TO THE LEASE WITH NEXIS PARTNERS, LLC AND FRIEDRICH FAMILY LIMITED PARTNERSHIP AUTHORIZING A TWO OR THREE-YEAR EXTENSION TO THE LEASE FOR 128 SUN STREET, SUITE 101, SALINAS, CA 93901, EFFECTIVE JANUARY 1, 2022**

(7:13) General Manager/CAO Mathews provided a report on the two lease options available and explained in detail the cost differences for each. He explained the penalties of breaking the contract early and the recommendation of the Executive Committee to approve a two-year extension.

**Board Comment:** The Board discussed the report.

**Public Comment:** None

**Motion:** Director Rocha made a motion to adopt Resolution No. 2021-18 approving a two-year extension on the lease. Vice President Cromeenes seconded the motion.

**Votes:** Motion carried 9,0

**Ayes:** Craig, Cromeenes, Cullen, Jimenez, Lopez, Phillips, Rocha, Silva, Tipton

**Noes:** None

**Abstain:** None

**Absent:** None

#### **FUTURE AGENDA ITEMS**

#### **13. AGENDA ITEMS – VIEW AHEAD SCHEDULE**

(7:18) The Board reviewed the future agenda items.

#### **CLOSED SESSION**

(7:23) President Lopez indicated there would be no closed session.

14. 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

**ADJOURNED**

(7:23) President Lopez adjourned the meeting.

APPROVED: \_\_\_\_\_  
Christopher M. Lopez, President

Attest: \_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board



## Report to the Board of Directors

### ITEM NO. 2

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

**Date:** June 17, 2021

**From:** C. Ray Hendricks, Finance and Administration  
Manager

**Title:** April 2021 Claims and Financial Reports

### RECOMMENDATIONS

The Executive Committee recommends acceptance of the April 2021 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, 2021. 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 2021, operating revenues exceeded expenditures by \$797,568.

#### Revenues (Consolidated Statement of Revenues and Expenditures)

	April 2021 Budget	April 2021 Actual	Over/(Under) Budget 2020
Tipping Fees - Solid Waste	1,181,889	1,336,626	154,737
Tipping Fees - Diverted Materials	270,408	268,304	(2,104)
Total Revenue	1,798,575	2,004,578	206,002

Solid Waste revenues for April were \$154,737 or 13.1% over budgeted amounts. Diverted Material revenues for April were \$2,104 or 0.8% under budgeted amounts. April total revenue was 206,002 or 11.5% over budgeted amounts.

	April 2021 YTD Budget	April 2021 YTD Actual	Over/(Under) YTD Budget
Tipping Fees - Solid Waste	11,802,636	13,070,393	1,267,757
Tipping Fees - Diverted Materials	2,565,357	2,773,192	207,835
Total Revenue	18,242,785	20,000,078	1,757,292

Solid Waste revenues year to date as of April were \$1,267,757 or 10.7% over budgeted amounts. Diverted Material revenues year to date as of April were \$207,835 or 8.1% over budgeted amounts. Year to date total revenue as of April was 1,757,292 or 9.6% over budgeted amounts.

### Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of April 30, 2021 (83.3% of the fiscal year), year-to-date operating expenditures totaled \$15,541,265. This is 78.4% of the operating budget of \$19,817,500.

### Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of April 2021, capital project expenditures totaled \$109,510. \$55,088 was for the CH Postclosure Maintenance. \$20,940 was for the Emergency Generators. \$11,507 was for the LR Postclosure Maintenance.

### Claims Checks Issued Report

The Authority's Checks Issued Report for the month of April 2021 is attached for review and acceptance. April disbursements total \$1,182,436.91 of which \$500,637.77 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 2021.

Vendor	Services	Amount
Vision Recycling	Monthly Organics Processing	\$91,576.70
Ca. Dept. of Tax & Fee Admin.	Quarterly Landfill Tonnage Fee	\$73,756.00

### Cash Balances

The Authority's cash position increased \$822,738.28 during April to \$31,827,083.85. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below.

Restricted by Legal Agreements:

Johnson Canyon Closure Fund	5,151,065.90
State & Federal Grants	3,647.96
BNY - Bond 2014A Payment	-
BNY - Bond 2014B Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	92,249.23
Employee Unreimbursed Medical Claims	11,973.83

Committed by Board Policy:

AB939 Services	122,632.91
Designated for Capital Projects Reserve	4,959,528.33
Designated for Environmental Impairment Reserve	1,851,462.97
Designated for Operating Reserve	2,870,580.00
Expansion Fund (South Valley Revenues)	8,671,923.05

Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	742,579.56
Lewis Road Post Closure	159,546.98
Jolon Road Post Closure	120,310.55
Johnson Canyon Post Closure	1,532,739.00
Capital Improvement Projects	4,412,517.70

Available for Operations: 1,124,325.88

Total	<u><u>31,827,083.85</u></u>
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**ATTACHMENTS**

1. April 2021 Consolidated Statement of Revenues and Expenditures
2. April 2021 Consolidated Grant and CIP Expenditures Report
3. April 2021 Checks Issued Report

**Salinas Valley Solid Waste Authority**  
**Consolidated Statement of Revenues and Expenditure**  
**For Period Ending April 30, 2021**

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b><u>Revenue Summary</u></b>							
Tipping Fees - Solid Waste	14,385,000	1,336,626	13,070,393	90.9 %	1,314,607	0	1,314,607
Tipping Fees - Surcharge	1,215,800	114,528	1,160,086	95.4 %	55,714	0	55,714
Tipping Fees - Diverted Materials	3,124,200	268,304	2,773,192	88.8 %	351,008	0	351,008
AB939 Service Fee	2,733,000	227,750	2,277,500	83.3 %	455,500	0	455,500
Charges for Services	131,800	5,903	128,332	97.4 %	3,468	0	3,468
Sales of Materials	180,000	51,466	280,551	155.9 %	(100,551)	0	(100,551)
Gas Royalties	290,000	0	209,493	72.2 %	80,507	0	80,507
Investment Earnings	150,000	0	100,530	67.0 %	49,470	0	49,470
Total Revenue	22,209,800	2,004,578	20,000,078	90.1 %	2,209,722	0	2,209,722
<b><u>Expense Summary</u></b>							
Executive Administration	478,300	46,230	337,747	70.6 %	140,553	17,355	123,198
Administrative Support	444,300	31,287	337,559	76.0 %	106,741	23,557	83,184
Human Resources Administration	228,300	14,222	151,961	66.6 %	76,339	4,352	71,988
Clerk of the Board	199,400	14,467	136,589	68.5 %	62,811	1,363	61,448
Finance Administration	796,100	43,124	571,191	71.7 %	224,909	2,625	222,284
Operations Administration	565,100	37,040	384,457	68.0 %	180,643	6,072	174,571
Resource Recovery	998,700	61,576	718,752	72.0 %	279,948	1,287	278,662
Marketing	90,600	7,177	66,321	73.2 %	24,279	1,847	22,432
Public Education	206,000	13,585	120,256	58.4 %	85,744	27,301	58,443
Household Hazardous Waste	816,400	33,062	492,242	60.3 %	324,158	9,750	314,408
C & D Diversion	244,700	0	95,107	38.9 %	149,593	0	149,593
Organics Diversion	1,951,000	129,071	1,288,844	66.1 %	662,156	50,922	611,233
Diversion Services	24,000	1,950	16,920	70.5 %	7,080	3,630	3,450
JR Transfer Station	609,500	49,238	412,189	67.6 %	197,311	69,309	128,003
JR Recycling Operations	167,800	9,067	112,553	67.1 %	55,247	21	55,226

**Salinas Valley Solid Waste Authority**  
**Consolidated Statement of Revenues and Expenditure**  
**For Period Ending April 30, 2021**

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
SS Disposal Operations	1,149,900	77,661	968,461	84.2 %	181,439	50,741	130,698
SS Transfer Operations	1,346,900	100,823	1,086,137	80.6 %	260,763	89,014	171,750
SS Recycling Operations	792,000	62,671	576,532	72.8 %	215,468	9,980	205,487
JC Landfill Operations	3,335,900	254,419	2,546,697	76.3 %	789,203	207,989	581,214
JC Recycling Operations	454,400	29,722	355,695	78.3 %	98,705	7,407	91,298
Johnson Canyon ECS	289,900	49,958	288,748	99.6 %	1,152	49,265	(48,114)
Sun Street ECS	105,500	11,518	87,889	83.3 %	17,611	2,713	14,898
Debt Service - Interest	1,366,800	0	1,366,699	100.0 %	101	0	101
Debt Service - Principal	1,770,000	0	1,770,000	100.0 %	0	0	0
Closure Set-Aside	336,000	31,307	303,447	90.3 %	32,553	0	32,553
Cell Construction Set-Aside	1,050,000	97,834	948,273	90.3 %	101,727	0	101,727
Total Expense	19,817,500	1,207,009	15,541,265	78.4 %	4,276,235	636,501	3,639,735
Revenue Over/(Under) Expenses	2,392,300	797,568	4,458,813	186.4 %	(2,066,513)	(636,501)	(1,430,012)



# Salinas Valley Solid Waste Authority

## Consolidated CIP Expenditure Report

For Period Ending April 30, 2021

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b><u>Fund 131 - Crazy Horse Post-Closure Fund</u></b>							
131 9316 CH Corrective Action Program	253,000	0	332	0.1 %	252,668	0	252,668
131 9319 CH LFG System Improvements	146,500	0	0	0.0 %	146,500	0	146,500
131 9321 CH Postclosure Maintenance	715,184	55,088	371,772	52.0 %	343,411	69,892	273,519
<b>Total Fund 131 - Crazy Horse Post-Closure Fu</b>	<b>1,114,684</b>	<b>55,088</b>	<b>372,104</b>	<b>33.4 %</b>	<b>742,580</b>	<b>69,892</b>	<b>672,687</b>
<b><u>Fund 141 - Lewis Road Post-Closure Fund</u></b>							
141 9402 LR LFG Well Replacement	35,000	0	0	0.0 %	35,000	0	35,000
141 9403 LR Postclosure Maintenance	275,450	11,507	150,903	54.8 %	124,547	25,099	99,448
<b>Total Fund 141 - Lewis Road Post-Closure Fur</b>	<b>310,450</b>	<b>11,507</b>	<b>150,903</b>	<b>48.6 %</b>	<b>159,547</b>	<b>25,099</b>	<b>134,448</b>
<b><u>Fund 161 - Jolon Road Post-Closure Fund</u></b>							
161 9604 JR Postclosure Maintenance	307,019	2,754	186,708	60.8 %	120,311	10,682	109,629
<b>Total Fund 161 - Jolon Road Post-Closure Fur</b>	<b>307,019</b>	<b>2,754</b>	<b>186,708</b>	<b>60.8 %</b>	<b>120,311</b>	<b>10,682</b>	<b>109,629</b>
<b><u>Fund 180 - Expansion Fund</u></b>							
180 9804 Long Range Facility Needs EIR	335,395	0	0	0.0 %	335,395	0	335,395
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
<b>Total Fund 180 - Expansion Fund</b>	<b>463,783</b>	<b>0</b>	<b>0</b>	<b>0.0 %</b>	<b>463,783</b>	<b>0</b>	<b>463,783</b>
<b><u>Fund 211 - Grants</u></b>							
211 9214 Organics Program 2016-17	52,679	0	52,679	100.0 %	0	0	0
211 9220 Tire Amnesty 2019-20	72,084	0	37,653	52.2 %	34,431	21,489	12,942
211 9221 COVID-19 Support Fund	10,000	738	3,983	39.8 %	6,017	1,026	4,990
211 9247 Cal Recycle - CCP	41,628	0	21,371	51.3 %	20,256	0	20,256
211 9256 Cal Recycle - 2018-19 CCP	4,839	0	4,839	100.0 %	0	0	0
211 9257 Cal Recycle - 2019-20 CCP	21,170	550	4,351	20.6 %	16,819	3,378	13,441
<b>Total Fund 211 - Grants</b>	<b>202,400</b>	<b>1,288</b>	<b>124,876</b>	<b>61.7 %</b>	<b>77,523</b>	<b>25,893</b>	<b>51,630</b>

# Salinas Valley Solid Waste Authority

## Consolidated CIP Expenditure Report

For Period Ending April 30, 2021

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b>Fund 216 - Reimbursement Fund</b>							
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
<b>Total Fund 216 - Reimbursement Fund</b>	<b>321,560</b>	<b>0</b>	<b>0</b>	<b>0.0 %</b>	<b>321,560</b>	<b>0</b>	<b>321,560</b>
<b>Fund 800 - Capital Improvement Projects Fund</b>							
800 9104 Organics System Expansion Study	55,394	3,043	48,638	87.8 %	6,756	6,756	0
800 9105 Concrete Grinding	45,000	0	0	0.0 %	45,000	0	45,000
800 9107 Scale House Software Upgrade	100,000	0	0	0.0 %	100,000	0	100,000
800 9108 Emergency Generators	200,000	20,940	72,579	36.3 %	127,422	134,268	(6,847)
800 9214 Organics Program 2016-17	727,767	1,734	409,580	56.3 %	318,187	22,469	295,719
800 9222 Community-Based Social Marketing	120,000	0	0	0.0 %	120,000	0	120,000
800 9501 JC LFG System Improvements	229,177	310	213,411	93.1 %	15,765	6,867	8,898
800 9506 JC Litter Control Barrier	31,971	0	10,702	33.5 %	21,269	0	21,269
800 9507 JC Corrective Action	225,000	0	0	0.0 %	225,000	0	225,000
800 9509 JC Groundwater Well	250,000	0	0	0.0 %	250,000	0	250,000
800 9526 JC Equipment Replacement	1,089,462	0	673,438	61.8 %	416,025	0	416,025
800 9527 JC Module Engineering and Construction	1,241,950	9,140	106,012	8.5 %	1,135,938	0	1,135,938
800 9528 JC Roadway Improvements	2,224,237	0	2,224,188	100.0 %	49	0	49
800 9601 JR Transfer Station Improvements	308,399	3,477	31,213	10.1 %	277,186	0	277,186
800 9602 JR Equipment Purchase	120,000	228	228	0.2 %	119,772	0	119,772
800 9603 JR Well Replacement	150,000	0	0	0.0 %	150,000	0	150,000
800 9701 SSTS Equipment Replacement	464,468	0	339,525	73.1 %	124,943	0	124,943
800 9703 SSTS Improvements	10,934	0	0	0.0 %	10,934	0	10,934
<b>Total Fund 800 - Capital Improvement Projects</b>	<b>7,593,759</b>	<b>38,872</b>	<b>4,129,514</b>	<b>54.4 %</b>	<b>3,464,245</b>	<b>170,360</b>	<b>3,293,885</b>
<b>Total CIP Expenditures</b>	<b>10,313,655</b>	<b>109,510</b>	<b>4,964,105</b>	<b>48.1 %</b>	<b>5,349,549</b>	<b>301,927</b>	<b>5,047,622</b>

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26720	Admanor, Inc SVR Marketing/Branding	4/7/2021	7,176.62	7,176.62
26721	Air Toxics LTD CH Engineering Services	4/7/2021	1,333.00	1,333.00
26722	American Supply Co. All Sites Janitorial Supplies	4/7/2021	770.10	770.10
26723	Asbury Environmental Services HHW Disposal	4/7/2021	175.00	175.00
26724	AT&T Services Inc All Sites Telephone Services	4/7/2021	408.70	408.70
26725	California Marine Sanctuary Foundation Annual Agency Membership	4/7/2021	500.00	500.00
26726	California Society Of CPAs CalCPA Membership	4/7/2021	60.00	60.00
26727	Captus Press Inc Certification Testing	4/7/2021	250.00	250.00
26728	Coast Counties Truck & Equipment Co. SS Vehicle Maintenance	4/7/2021	20.15	20.15
26729	Csc Of Salinas/Yuma All Sites Vehicle Maintenance	4/7/2021	377.88	377.88
26730	Douglas Nolan School Assembly Program	4/7/2021	2,850.00	2,850.00
26731	Dufour Incorporated JC Engineering Services	4/7/2021	4,723.00	4,723.00
26732	F.A.S.T. Services Clerk Interpreting Services	4/7/2021	180.00	180.00
26733	First Alarm All Sites Alarm Service SS Security Services	4/7/2021	1,302.99 505.71	1,808.70
26734	Full Steam Staffing LLC SS & JC Contract Labor	4/7/2021	3,673.29	3,673.29
26735	Golden State Truck & Trailer Repair All Sites Vehicle Maintenance	4/7/2021	4,698.35	4,698.35

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26736	Gonzales Ace Hardware All Sites Facility & Vehicle Maintenance	4/7/2021	55.03	55.03
26737	Granite Rock Co/Pavex JC ECS Supplies	4/7/2021	568.10	568.10
26738	Green Line Liquid Waste Haulers JC Facility Maintenance	4/7/2021	1,641.00	1,641.00
26739	Green Mountain Technologies, Inc. ASP Service Contract	4/7/2021	7,700.00	7,700.00
26740	Green Rubber - Kennedy Ag, Lp All Sites Facility Maintenance Supplies	4/7/2021	3,509.81	3,509.81
26741	**Void**	4/7/2021	-	-
26742	Herc Rentals Inc. CH Facility Maintenance	4/7/2021	250.10	250.10
26743	Infinity Staffing Services, Inc. JR Contract Labor JC Contract Labor	4/7/2021	522.00 837.38	1,359.38
26744	Isco Industries Inc JC Facility Maintenance	4/7/2021	4,167.63	4,167.63
26745	JT Hose & Fittings All Sites Facility Maintenance Supplies	4/7/2021	1,106.38	1,106.38
26746	Kelly-Moore Paint Company Inc. SS Facility Maintenance Supplies	4/7/2021	172.86	172.86
26747	King City Hardware Inc. JR Facility Maintenance	4/7/2021	10.85	10.85
26748	Liebert Cassidy Whitmore Webinar Registration	4/7/2021	100.00	100.00
26749	Maestro Health FSA Service Fees	4/7/2021	150.00	150.00
26750	Mission Linen Supply All Sites Uniforms	4/7/2021	49.85	49.85
26751	Monterey Auto Supply Inc SS Vehicle Maintenance Supplies	4/7/2021	63.27	63.27

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26752	Monterey County Cannabis Industry Association Annual Membership	4/7/2021	500.00	500.00
26753	Northern Technologies International Corporation Compostable Bags	4/7/2021	1,495.78	1,495.78
26754	Office Depot All Sites Office Supplies	4/7/2021	518.02	518.02
26755	Pinnacle Medical Group, Inc. A Professional Corporation Ops Pre-Employment	4/7/2021	75.00	75.00
26756	Pricillia Rodriguez SS Hauling Services	4/7/2021	9,896.04	9,896.04
26757	Qed Environmental Systems Inc. CH Maintenance Supplies	4/7/2021	26,922.43	26,922.43
26758	Quinn Company All Sites Equipment & Vehicle Maintenance	4/7/2021	2,547.70	2,547.70
26759	Scs Engineers All Sites LMR Reporting	4/7/2021	6,000.00	6,000.00
26760	Stanley G. Silva, JR. Trucking, Inc. JC Hauling Services	4/7/2021	1,470.00	1,470.00
26761	Superior Bag LLC All Sites Scalehouse Office Supplies	4/7/2021	246.78	246.78
26762	Sutton Agricultural Enterprises, Inc JC Pest Control Supplies	4/7/2021	486.16	486.16
26763	Valerio Varela JR All Sites Facility Maintenance Supplies	4/7/2021	3,800.00	3,800.00
26764	Vegetable Growers Supply, Inc. JC Safety Supplies	4/7/2021	386.50	386.50
26765	W&W Marketing Group, Inc. Office Staff Logo Wear	4/7/2021	1,603.07	1,603.07
26766	Home Depot All Sites Facility Maintenance	4/15/2021	4,137.36	4,137.36
26767	**Void**	4/15/2021	-	-
26768	**Void**	4/15/2021	-	-

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26769	A & B Fire Protection & Safety, Inc JC Safety Supplies	4/15/2021	202.49	202.49
26770	A & G Machine Shop Inc. Organics Facility Maintenance	4/15/2021	2,943.08	2,943.08
26771	A & G Pumping, Inc All Sites Portable Toilets	4/15/2021	479.88	479.88
26772	A-7 Austin, Ltd Finance Dept Supplies	4/15/2021	241.10	241.10
26773	Ace Hardware Corporation CH Facility Maintenance	4/15/2021	27.72	27.72
26774	Agri-Frame, Inc JC Equipment Maintenance Supplies	4/15/2021	483.44	483.44
26775	Aleshire & Wynder, Llp Monthly Legal Services	4/15/2021	7,434.00	7,434.00
26776	Aon Risk Insurance Services West, Inc . Worker's Comp	4/15/2021	11,252.00	11,252.00
26777	Asbury Environmental Services HHW Material Recycling	4/15/2021	175.00	175.00
26778	Assured Aggregates Co., Inc JC Base Rock Purchase	4/15/2021	3,340.66	3,340.66
26779	Bc Laboratories, Inc JC Lab Water Testing	4/15/2021	7,200.68	7,200.68
26780	Becks Shoes And Repair All Sites Safety Supplies	4/15/2021	585.03	585.03
26781	California Highway Adoption Co. RR Litter Abatement	4/15/2021	550.00	550.00
26782	City Of Gonzales JC Water Services	4/15/2021	113.04	113.04
26783	Clark Pest Control, Inc Admin Pest Control	4/15/2021	93.00	93.00
26784	Coast Counties Truck & Equipment Co. SS Vehicle Maintenance	4/15/2021	529.06	529.06
26785	Csc Of Salinas/Yuma JC Equipment Maintenance Supplies	4/15/2021	1,439.04	1,439.04

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26786	Dataflow Business Systems Inc. Monthly Copier Maintenance	4/15/2021	12.50	12.50
26787	East Bay Tire Co. All Sites Tire Repairs	4/15/2021	230.75	230.75
26788	Edges Electrical Group, LLC JC Organics Maintenance Supplies	4/15/2021	824.64	824.64
26789	Ferguson Enterprises Inc #795 All Sites Facility Maintenance	4/15/2021	430.01	430.01
26790	Full Steam Staffing LLC All Sites Diversion Worker	4/15/2021	13,948.43	13,948.43
26791	Golden State Truck & Trailer Repair All Sites Equipment & Vehicle Maintenance	4/15/2021	15,715.83	15,715.83
26792	**Void**	4/15/2021	-	-
26793	Gonzales Tire & Auto Supply All Sites Tire Repairs	4/15/2021	497.81	497.81
26794	Grainger JC Maintenance Subscription	4/15/2021	140.94	140.94
26795	Green Rubber - Kennedy Ag, Lp All Sites Facility Supplies	4/15/2021	1,409.04	1,409.04
26796	Hope Services SS Litter Abatement	4/15/2021	15,599.97	15,599.97
26797	Hydroturf, Inc All Sites Facility Supplies	4/15/2021	749.67	749.67
26798	Iconix Waterwork (Us) Inc. LR Facility Maintenance	4/15/2021	57.36	57.36
26799	Infinity Staffing Services, Inc. All Sites Contract Labor	4/15/2021	1,377.54	1,377.54
26800	Interstate Batteries JR Vehicle Maintenance Supplies	4/15/2021	163.55	163.55
26801	Isco Industries Inc JC Module Construction Supplies	4/15/2021	194.85	194.85
26802	Isco Machinery, Inc. JC Scraper Rental	4/15/2021	11,799.00	11,799.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26803	Joaquin Vasquez SS Facility Maintenance	4/15/2021	250.00	250.00
26804	John Deere Financial JC Equipment Maintenance Supplies	4/15/2021	376.36	376.36
26805	Julio Gil Carpet Containers Care Signs	4/15/2021	1,888.75	1,888.75
26806	King City Hardware Inc. JR Facility Maintenance	4/15/2021	13.84	13.84
26807	Liebert Cassidy Whitmore Legal Services	4/15/2021	735.00	735.00
26808	Maestro Health FSA Service Fees	4/15/2021	150.00	150.00
26809	McMaster-Carr Supply Company All Sites ECS Supplies	4/15/2021	124.16	124.16
26810	Mission Linen Supply All Sites Uniforms	4/15/2021	498.13	498.13
26811	Monterey Auto Supply Inc SS Vehicle Maintenance	4/15/2021	53.49	53.49
26812	Office Depot All Sites Office Supplies	4/15/2021	590.86	590.86
26813	Onhold Experience Adm Telephone Hold Service	4/15/2021	207.00	207.00
26814	Pacific Truck Parts, Inc JC Equipment Maintenance	4/15/2021	45.73	45.73
26815	Peninsula Messenger LLC All Sites Courier Services	4/15/2021	758.00	758.00
26816	Pricillia Rodriguez SS Hauling Services	4/15/2021	6,593.18	6,593.18
26817	ProBuild Company LLC All Sites Facility Supplies	4/15/2021	1,424.99	1,424.99
26818	Pure Water Bottling All Sites Drinking Water	4/15/2021	450.95	450.95
26819	Quinn Company All Sites Equipment & Vehicle Maintenance	4/15/2021	979.91	979.91



**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26820	Ramon N Vallejo Live scan Fingerprinting	4/15/2021	89.00	89.00
26821	Refrigeration Supplies Distributor HHW Disposal Supplies	4/15/2021	227.06	227.06
26822	Republic Services #471 Trash & Recycling Services	4/15/2021	78.25	78.25
26823	Robert Bixby Associates, Inc. SS Equipment Supplies	4/15/2021	642.14	642.14
26824	Rodolfo Ramirez Ayala All Sites Equipment & Vehicle Maintenance	4/15/2021	3,510.00	3,510.00
26825	Ronnie G. Rehn SS Equipment Supplies	4/15/2021	98.33	98.33
26826	Salinas Newspapers, Inc. Notice Publications	4/15/2021	115.17	115.17
26827	Scales Unlimited JR Scale Maintenance	4/15/2021	1,724.00	1,724.00
26828	Scs Field Services All Sites Remote Monitoring Engineering Services	4/15/2021	925.00	925.00
26829	Sharps Solutions, LLC HHW Disposal	4/15/2021	130.00	130.00
26830	Skinner Equipment Repair, Inc. All Sites Equipment & Vehicle Maintenance	4/15/2021	8,270.62	8,270.62
26831	Soledad Tire & Wheel Service, Inc. All Sites Vehicle Maintenance	4/15/2021	691.81	691.81
26832	Southern Counties Lubricants LLC All Sites Equipment & Vehicle Fuel	4/15/2021	20,463.68	20,463.68
26833	Southern Counties Oil Co., A Ca Limited Partnership All Sites Equipment & Vehicle Fuel	4/15/2021	5,239.51	5,239.51
26834	Stericycle, Inc Adm Shredding Services	4/15/2021	184.46	184.46
26835	Telco Business Solutions Monthly Network Support	4/15/2021	245.35	245.35
26836	Toyota Material Handling HHW Equipment Repair	4/15/2021	567.74	567.74

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26837	Valerio Varela JR All Sites Facility Supplies	4/15/2021	2,800.00	2,800.00
26838	Vosti's Inc All Sites Equipment Maintenance Supplies	4/15/2021	803.38	803.38
26839	West Coast Rubber Recycling, Inc Tire Recycling Services	4/15/2021	1,950.00	1,950.00
26840	Western Exterminator Company All Sites Exterminator Service	4/15/2021	431.50	431.50
26841	Western Trailer Company SS Vehicle Maintenance Supplies	4/15/2021	269.75	269.75
26842	Maurilio Garcia Insurance Deductible	4/15/2021	100.00	100.00
26843	Us Bank Corporate Payment System SWANA: Ops Admin Memberships Amazon: JR Facility Maintenance Tyler: Cellsense & Pivot Plus Training Community-Based Social Marketing: Virtual Workshop Experian: Credit Checks DocuSign: Annual Electronic Signature Renewal Amazon: SS Facility Maintenance Indeed: Recruitment Posting Att.com: Internet Att.com: JC Internet Service Amazon: Executive Admin Supplies Gate Keeper: JR Facility Maintenance Intermedia: Monthly Exchange Server Hosting Arlo: CH Facility Maintenance Amazon : JC Facility Maintenance Amazon : JC Organics Facility Maintenance Amazon : JC Organics Supplies Amazon : SS Facility Maintenance Costco: (2) Replacement Laptop Clerk Dept. Amazon : SS Covid Supplies Seals.com : HHW Equipment Maintenance Supplies Costco: Office Shelving Rack Amazon : SS Covid Supplies Solutions Pest & Lawn : JR Pest Control Amazon : JC Facility Maintenance Dept Of Toxic Substances : JR & SS Permits Usps.Com: Administration Priority Mail Perfect Water : CH Facility Maintenance Supplies Harbor Freight : CH Facility Maintenance Supplies Zoom.Com: Online Meetings Subscription	4/22/2021	253.00 104.92 150.00 1,071.00 238.95 1,423.57 137.92 104.64 43.23 70.00 73.58 144.55 391.68 19.98 215.48 477.13 386.91 33.29 1,342.82 89.48 316.36 218.49 412.65 1,469.28 323.16 1,730.13 7.95 417.65 240.48 104.96	12,013.24

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26844	**Void**	4/22/2021	-	-
26845	**Void**	4/22/2021	-	-
26846	**Void**	4/22/2021	-	-
26847	BC Laboratories, Inc JR Lab Water Analysis	4/22/2021	816.79	816.79
26848	Blue Strike Environmental 1383 Food Recovery Research	4/22/2021	3,510.00	3,510.00
26849	California Water Service SS & JR Water Services	4/22/2021	905.64	905.64
26850	California Water Service SS & JR Water Services	4/22/2021	173.57	173.57
26851	City Of Gonzales Monthly Hosting Fee	4/22/2021	20,833.33	20,833.33
26852	Coast Counties Truck & Equipment Co. SS Vehicle Maintenance	4/22/2021	20.90	20.90
26853	Ferguson Enterprises Inc #795 LR Maintenance Supplies	4/22/2021	49.25	49.25
26854	Full Steam Staffing LLC SS & JC Contract Labor	4/22/2021	1,516.32	1,516.32
26855	Golden State Truck & Trailer Repair JR Vehicle Maintenance Supplies	4/22/2021	3,694.81	3,694.81
26856	Green Rubber - Kennedy Ag, Lp JC Facility Maintenance Supplies	4/22/2021	347.73	347.73
26857	Guerito All Sites Portable Toilets	4/22/2021	1,081.75	1,081.75
26858	Hd Supply Construction Supply, Ltd Branch #6186 JR Improvement Supplies	4/22/2021	3,184.60	3,184.60
26859	Infinity Staffing Services, Inc. JR Contract Labor	4/22/2021	863.59	863.59
26860	Joaquin Vasquez SS Facility Maintenance	4/22/2021	334.20	334.20

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26861	JR Fencing SS Fence Supplies	4/22/2021	2,000.00	2,000.00
26862	King City Hardware Inc. JR Facility Maintenance	4/22/2021	65.84	65.84
26863	L. A. Hearne Company JR Maintenance Supplies	4/22/2021	213.15	213.15
26864	McMaster-Carr Supply Company SS Facility Maintenance	4/22/2021	135.47	135.47
26865	Mission Linen Supply All Sites Uniforms	4/22/2021	68.98	68.98
26866	Monterey Bay Unified Air Pollution Control District JC Title V Renewal	4/22/2021	1,098.00	1,098.00
26867	Nexis Partners, LLC Monthly Admin Building Rent	4/22/2021	9,212.00	9,212.00
26868	Office Depot OPS Adm Office Supplies	4/22/2021	55.90	55.90
26869	One Stop Auto Care/V & S Auto Care, Inc Adm Vehicle Maintenance	4/22/2021	558.84	558.84
26870	Qed Environmental Systems Inc. CH Facility Maintenance	4/22/2021	951.14	951.14
26871	Quinn Company All Sites Equipment & Vehicle Maintenance	4/22/2021	1,806.30	1,806.30
26872	Rossi Bros Tire & Auto Service All Sites Vehicle & Equipment Maintenance	4/22/2021	934.50	934.50
26873	Salinas Newspapers, Inc. Notice Of Public Hearing	4/22/2021	426.74	426.74
26874	Saul Cardenas-Ibarra Janitorial Training Video	4/22/2021	1,560.00	1,560.00
26875	Scales Unlimited JC Scale Maintenance	4/22/2021	629.00	629.00
26876	Scs Field Services All Sites Routine & Non Routine Engineering Services	4/22/2021	27,710.06	27,710.06
26877	Soledad Mission Chamber Of Commerce Billboard Installation - Soledad	4/22/2021	2,242.86	2,242.86

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26878	Southern Counties Lubricants LLC All Sites Biodiesel Fuel	4/22/2021	10,579.31	10,579.31
26879	Wright Express Financial Services Corporation All Sites Vehicle Fuel	4/22/2021	2,313.87	2,313.87
26880	Home Depot All Sites Facility Maintenance Supplies	4/29/2021	1,317.45	1,317.45
26881	**Void**	4/29/2021	-	-
26882	Ace Hardware Corporation CH Facility Maintenance	4/29/2021	77.60	77.60
26883	Aleshire & Wynder, LLP Monthly Legal Services	4/29/2021	13,377.00	13,377.00
26884	Asbury Environmental Services HHW Hauling & Disposal	4/29/2021	175.00	175.00
26885	AT&T Services Inc All Sites Telephone Services	4/29/2021	1,149.23	1,149.23
26886	Becks Shoes And Repair SS Safety Supplies	4/29/2021	195.01	195.01
26887	Bryan Equipment JC Vehicle & Equipment Maintenance	4/29/2021	18.31	18.31
26888	Cintas Corporation No.2 JC Safety Supplies	4/29/2021	182.14	182.14
26889	Clean Earth Environmental Solutions, Inc. HHW Disposal Service & Supplies	4/29/2021	2,209.00	2,209.00
26890	Coast Counties Truck & Equipment Co. SS Vehicle Maintenance	4/29/2021	27.01	27.01
26891	Comcast Monthly Internet Service	4/29/2021	322.08	322.08
26892	Csc Of Salinas/Yuma All Sites Vehicle Maintenance	4/29/2021	54.46	54.46
26893	Cutting Edge Supply SS Equipment Maintenance Supplies	4/29/2021	1,047.97	1,047.97
26894	Dataflow Business Systems Inc. Monthly Copier Maintenance	4/29/2021	31.80	31.80

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26895	Department Of Motor Vehicles SS Vehicle Maintenance	4/29/2021	10.00	10.00
26896	Dufour Incorporated JC Portable Generator Transfer Switch	4/29/2021	16,216.50	16,216.50
26897	East Bay Tire Co. SS & JC Vehicle Maintenance	4/29/2021	175.72	175.72
26898	Ernest Bell D. Jr. All Sites Janitorial Services	4/29/2021	4,262.50	4,262.50
26899	F.A.S.T. Services Clerk Interpreting Services	4/29/2021	180.00	180.00
26900	First Alarm SS Alarm Service	4/29/2021	2,257.23	2,257.23
26901	Full Steam Staffing LLC SS & JC Contract Labor	4/29/2021	4,660.49	4,660.49
26902	Golden State Truck & Trailer Repair All Sites Equipment & Vehicle Maintenance	4/29/2021	1,494.32	1,494.32
26903	Gonzales Ace Hardware All Sites Facility & Vehicle Maintenance	4/29/2021	66.72	66.72
26904	Green Rubber - Kennedy Ag, Lp JC & Organics Facility Maintenance	4/29/2021	963.43	963.43
26905	Green Valley Industrial Supply, Inc SS Facility Maintenance	4/29/2021	133.14	133.14
26906	Hd Supply Construction Supply, Ltd Branch #6186 JC & JR Facility Maintenance Supplies	4/29/2021	3,663.60	3,663.60
26907	Herc Rentals Inc. JR Equipment Rental SS Equipment Rental	4/29/2021	165.11 2,720.53	2,885.64
26908	Hydroturf, Inc CH Maintenance Supplies RR Garden Supplies	4/29/2021	56.50 2.10	58.60
26909	Infinity Staffing Services, Inc. JR Contract Labor	4/29/2021	1,069.52	1,069.52
26910	Jessie L. Flores JR. SS Vehicle Repair	4/29/2021	695.22	695.22

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26911	Jt Hose & Fittings All Sites Facility Maintenance Supplies	4/29/2021	893.30	893.30
26912	King City Hardware Inc. JR Facility Maintenance Supplies	4/29/2021	61.16	61.16
26913	Mission Linen Supply All Sites Uniforms	4/29/2021	613.74	613.74
26914	Office Depot All Sites Office Supplies	4/29/2021	101.72	101.72
26915	Quinn Company All Sites Equipment & Vehicle Maintenance	4/29/2021	4,961.02	4,961.02
26916	Ronnie G. Rehn SS Facility Maintenance	4/29/2021	137.66	137.66
26917	Rossi Bros Tire & Auto Service JC Equipment Maintenance	4/29/2021	690.22	690.22
26918	Safe Hearing America, Inc. All Sites Audiometric Testing	4/29/2021	1,392.10	1,392.10
26919	San Benito Supply, Construction, Concrete & Quarry JC Facility Maintenance	4/29/2021	459.15	459.15
26920	SCS Engineers SB1383 Program Planning All Sites LMR Reporting	4/29/2021	3,605.00 9,000.00	12,605.00
26921	Sharps Solutions, LLC HHW Hauling & Disposal	4/29/2021	280.00	280.00
26922	South County Newspaper Notice Of Public Hearing	4/29/2021	259.44	259.44
26923	Southern Counties Lubricants LLC All Sites Biodiesel Fuel	4/29/2021	18,582.60	18,582.60
26924	Tri-County Fire Protection, Inc. SS Safety Supplies	4/29/2021	236.58	236.58
26925	Ty Cushion Tire, LLC SS Equipment Maintenance	4/29/2021	1,350.64	1,350.64
26926	Valerio Varela JR JC & JR Facility Maintenance	4/29/2021	550.00	550.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 4/1/2021 to 4/30/2021**

Check #	Name	Check Date	Amount	Check Total
26927	Valley Fabrication, Inc. SS Vehicle Maintenance	4/29/2021	79.06	79.06
26928	Vegetable Growers Supply, Inc. Covid 19 Supplies	4/29/2021	235.93	235.93
26929	Verizon Wireless Services Monthly Telephone Internet Services	4/29/2021	152.04	152.04
26930	Vision Recycling Inc Organics Processing	4/29/2021	91,576.70	91,576.70
26931	Western Exterminator Company All Sites Exterminator Service	4/29/2021	154.10	154.10
21-00447-DFT	Pacific Gas And Electric Company All Sites CNG Fuel	4/19/2021	4,790.28	4,790.28
21-00465-DFT	California Department Of Tax And Fee Administration Jan-March BOE Payment	4/26/2021	73,756.00	73,756.00
21-00469-DFT	Pacific Gas And Electric Company All Sites Electrical Services	4/28/2021	22,064.23	22,064.23
	Subtotal			681,799.14
	Payroll Disbursements			500,637.77
	Grand Total			1,182,436.91





## Report to the Board of Directors

**Date:** June 17, 2021

**From:** Mandy Brooks, Resource Recovery Manager

**Title:** Member and Interagency Activities Report for May 2021

### ITEM NO. 3

N/A

Finance and Administration Manager/  
Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

### RECOMMENDATION

Staff recommends that the Board accept this item. The report is intended to keep the Board apprised of activities and communications with member agencies and regulators.

### STRATEGIC PLAN RELATIONSHIP

Promote the Value of SVR Services and Programs to the Community.  
The Authority provides a wide array of recycling and waste recovery services and programs to the public including local businesses, schools, multifamily complexes and participates in numerous community events and cleanups. Providing monthly reports highlighting these activities ensures that the strategic plan goal is being met.

### FISCAL IMPACT

This agenda item is a routine operational item and does not have a direct budget impact.

### DISCUSSION & ANALYSIS

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

Sun Street Transfer Station: The monthly inspection for the Sun Street Transfer Station was conducted on May 27. No areas of concern or violations were noted for the inspection.

Johnson Canyon Landfill & Composting Facility: The monthly inspection for the Johnson Canyon Landfill and Composting Facility was conducted on May 24. No areas of concern or violations were noted for the inspection.

Jolon Road Transfer Station: The monthly inspection for Jolon Road Transfer Station was conducted on May 11. No areas of concern or violations were noted for the inspection.

Closed Landfills: The quarterly inspections for the Crazy Horse Transfer Station and Landfill (closed) and Lewis Road Landfill (closed) were conducted on May 21; no areas of concern nor violations were issued.

#### **Monterey Bay Air Resources District**

On June 2 the Monterey Bay Air Resources District notified the Authority that the Title V Permit renewal and modification for the Johnson Canyon Landfill was completed and now includes the new composting facility into the Title V Permit. The Permit will now undergo a formal engineering evaluation.

### **Central Coast Regional Water Quality Control Board**

The Regional Water Quality Control Board conducted regularly scheduled inspections at Jolon Road Transfer Station, Johnson Canyon Landfill and Composting Facility, Lewis Road Landfill (closed), and Crazy Horse Landfill (closed) on June 2nd. No areas of concern or violations were noted at any of the sites.

### **Gonzales Clothing Closet**

The clothing closet's operating hours are Mondays - Thursdays from 3:30pm to 5:30pm and continue to operate with all necessary COVID safety protocols in place.

<b>CY 2021</b>	<b># of Volunteers</b>	<b>Hours</b>	<b>Clothing Items Distributed</b>	<b># of Families Served</b>	<b># of Family Members Served</b>
April 2021	4	60.5	429	23	104
May 2021	4	61	454	26	115
June 2021	-	-	-	-	-
<b>CY TOTALS</b>	<b>4 (Avg)</b>	<b>121</b>	<b>883</b>	<b>49</b>	<b>219</b>

### **Clean Up Events**

A modified 2021 community cleanup schedule is being developed by each of the cities/county and franchise haulers and will be included in the events list below once available.

- **Soledad, Mayor's Neighborhood Cleanup:** Tri-Cities Disposal & Recycling conducted a one-day cleanup on May 15 near the Soledad Apostolic Church and collected approximately 3.9 tons of trash and 5.7 tons of recyclable materials resulting in a 60% diversion rate for the event.

### **FY 20-21 Current and Future Events with SVR Staff Participation**

*\*On April 7, Monterey County moved into the Orange Tier for COVID-19 – Events may begin to be rescheduled as the county moves into less restrictive tiers\**

Gonzales:	6/3 – 6/25	South County Compost Challenge (on-line)
Greenfield:	6/3 – 6/25 06/12/21	South County Compost Challenge (on-line) Community Cleanup Event, Public Works Corp. Yard
King City:	6/3 – 6/25 6/19 – 6/27 6/26/21 Fall 2021	South County Compost Challenge (on-line) Beautification Week Compost Bin Giveaway Pick Up, Jolon Rd Transfer Station Community Cleanup Event TBD
Salinas:	6/3 – 6/25 08/14/21 11/06/21	South County Compost Challenge (on-line) Community Cleanup Event, Madison Lane Transfer Station Community Cleanup Event, Madison Lane Transfer Station
Soledad:	6/3 – 6/25	South County Compost Challenge (on-line)
Mo. Co.:	6/3 – 6/25	South County Compost Challenge (on-line)

**BACKGROUND**

Established in November 2014 as part of the FY 14-15 Strategic Plan 3-year goal to increase public access, involvement, and awareness of Salinas Valley Recycles activities, the monthly report keeps the Board apprised of communications with member agencies and regulators. In addition, the report has evolved over the years to also include a current and future event list to inform Board members and the public of community events and cleanups occurring in each member agency's service area.

**ATTACHMENT(S)** None



## Report to the Board of Directors

### ITEM NO. 4

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** June 17, 2021

**From:** Janna Faulk, Recycling Coordinator

**Title:** A Resolution Approving a Professional Services Agreement with SGA Marketing for Media Marketing Services in an Amount of \$100,000

### RECOMMENDATION

Staff recommends that the Board adopt the resolution.

This agreement with SGA Marketing will continue to build and reinforce a consistent and positive brand image for the Authority (a.k.a. Salinas Valley Recycles) and promote the Authority's services and increase public education about recycling, organic waste diversion and waste reduction practices throughout the Salinas Valley community.

### STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Plan Goal to "Promote the Value of SVR Services and Programs to the Community" through print, broadcast, digital, and social media outlets.

### FISCAL IMPACT

The approved FY 2021-22 budget includes \$100,000 for marketing services and media campaigns. This agreement with SGA will be for one year and allows for two (2) additional one (1) year extensions.

### DISCUSSION & ANALYSIS

The Authority put out a competitive Request for Proposals for Media Services in March 2021. The scope requested a broad range of media services including incorporating results from the Community-Based Social Marketing research being completed by Action Research, as approved by the Board at the April 15, 2021, Board Meeting. Community-Based Social Marketing and traditional Media Services work in conjunction to promote behavior changes needed to achieve mandated requirements in existing regulations and upcoming SB 1383 to reduce greenhouse gas emissions by diverting organic wastes from the landfill. New curbside residential and commercial food waste recycling programs will be implemented to help meet the mandate.

A total of five proposals were received from the following firms: We Create Content, SGA Marketing, Art of Consulting, Good Sides, and Ad Manor (incumbent).

A panel of four Authority Marketing Committee members evaluated and ranked each proposal based on merit and in accordance with selection criteria outlined in the RFP. SGA scored the highest by the review committee in the required criteria areas. The experience, including a deep understanding and experience with Community-Based

Social Marketing, and detail in their technical proposal and scope of work set them apart as the prevailing choice. Cost proposals were not reviewed for the other four proposals. The review committee determined that due to the score rating of the proposals, no formal interviews were required but an informal “meet & greet” meeting was conducted with SGA on May 11<sup>th</sup>.

SGA is a full-service strategic marketing and communication corporation with an emphasis on public education, community engagement, and behavior change. SGA concentrates public education efforts on the barriers and motivators, both structural and psychological, which have to be addressed to change behavior. With over two decades of marketing and outreach experience, SGA will develop a strategic long-term communication plan that will increase awareness as well as shift behaviors towards positive environmental stewardship.

## **BACKGROUND**

Since 1999, the Authority has contracted with marketing and public relations firms to promote components of the AB 939 Enhanced Services and to increase the overall awareness of the Authority's services, programs, and its mission, vision and values. The marketing services have focused on development of media plans and creating new ads and campaigns to reach target audiences.

## **ATTACHMENT(S)**

1. Resolution
2. Exhibit A – Professional Services Agreement

## RESOLUTION NO. 2021 -

### **A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SGA MARKETING FOR MEDIA MARKETING SERVICES FOR AN AMOUNT OF \$100,000**

**WEHERAS**, a Request for Proposal was released on March 17, 2021 and five proposals were received; and,

**WHEREAS**, SGA Marketing scored the highest out of the proposals received and was selected as the best firm to perform the work relating to multi-media and marketing services; and,

**WHEREAS**, Media Marking Services work will work in conjunction with the Community-Based Social Marketing research being completed to promote behavior changes needed to achieve mandated requirements for new organics regulations.

**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 the Professional Services Agreement with SGA Marketing for Media Services, 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 17th day of June 2021, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Christopher M. Lopez, President

ATTEST:

APPROVED AS TO FORM:

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Erika J. Trujillo, Clerk of the Board

---

Roy Santos, Authority General Counsel



**Project Name/No.:** \_\_\_\_\_  
**Project Manager:** \_\_\_\_\_

**Contract No.:** \_\_\_\_\_  
**Approved:** \_\_\_\_\_

**AGREEMENT FOR SERVICES  
 BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND  
 S. GRONER ASSOCIATES (SGA)**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 1st day of July, 2021 (“Effective Date”) by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority (“Authority”) and S. Groner Associates (SGA), (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.** In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

**1.2 Compliance With Law.** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental agency of competent jurisdiction.

**1.3 California Labor Law.** If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) **Public Work.** The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at Authority Offices at 128 Sun Street, Salinas, CA 93901 and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Authority, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the Authority of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide Authority with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Authority, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.



(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials

<sup>DS</sup>  
SG

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

**1.5 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the Authority's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the Authority. Consultant acknowledges that the Authority is relying on the representation by Consultant as a material consideration in entering into this Agreement.

**1.6 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## **2. COMPENSATION**

**2.1 Contract Sum.** For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached

hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Thousand Dollars (\$100,000.00) (“Contract Sum”).

**2.2 Invoices.** Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice Authority for any duplicate services performed by more than one person.

All invoices shall be submitted by email to [ap@svswa.org](mailto:ap@svswa.org). Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant’s Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant’s first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the Authority with its first invoice following the effective date of the rate change.

Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission. Review and payment by Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

**2.3 Additional Services.** Authority shall have the right, subject to state law, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to

or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of Authority Board of Directors unless the Authority Board of Directors has previously authorized the Authority General Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Authority may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

#### **2.4 Contingency of Funds.**

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to Authority; or inclusion of sufficient funding for the services hereunder in the budget approved by Authority Board of Directors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Authority may immediately terminate or modify this Agreement without penalty.

### **3. PERFORMANCE SCHEDULE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding thirty (30) days cumulatively.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such

delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Authority for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2022, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two, (one) year(s) extensions at the option of the Authority if the Authority is satisfied with the quality of services performed by Consultant under this Agreement.

#### **4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** Stephen Groner, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep Authority informed of any changes.

**4.2 Project Manager.** Mandy Brooks and/or Janna Faulk, or any other person as may be designated by the Authority General Manager, is hereby designated as being the representative the Authority authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Project Manager").

**4.3 Prohibition Against Subcontracting or Assignment.** Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Authority. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Authority. Any such prohibited assignment or transfer shall be void.

**4.4 Independent Consultant.** Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of Authority with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority, or that it is a member of a joint enterprise with Authority.

#### **5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Without limiting Consultant's indemnification of Authority, and prior to commencement of any services under this Agreement, Consultant shall

obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(d) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

## **5.2 General Insurance Requirements.**

(a) Proof of insurance. Consultant shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Authority’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance

shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Authority for review.

(n) Agency's right to revise specifications. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Authority and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

(p) Timely notice of claims. Consultant shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**5.3 Indemnification.** To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether

actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Authority’s sole negligence or willful acts or omissions. Notwithstanding the above, a design professional’s indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

**6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Project Manager shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records.

**6.2 Reports.** Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement or as the Project Manager shall require.

### **6.3 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the Authority without prior written authorization from the Project Manager.

(b) Consultant shall not, without prior written authorization from the Project Manager or unless requested by the Authority General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the Authority notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the Authority shall have the right to reimbursement and indemnity from



Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the Authority should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Authority and to provide the Authority with the opportunity to review any response to discovery requests provided by Consultant.

**6.4 Ownership of Documents.** All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Authority.

## **7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Monterey, State of California.

**7.2 Disputes; Default.** In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article.

**7.3 Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory

claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**7.4 Liquidated Damages.** Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Authority the sum of One Hundred Dollars (\$100.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

**7.5 Termination Prior to Expiration of Term.** This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

**7.6 Termination for Default of Consultant.** If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages), and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

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

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

SGA  
Stephen Groner, President  
317 Washington St, Suite 214  
Oakland, CA 94607

**8. MISCELLANEOUS**

**8.1 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

**8.2 Non-liability of Authority Officers and Employees.** No officer or employee of the Authority shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.3 Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Authority General Manager and to the attention of the Project Manager (with her/his name and Authority title), Salinas Valley Solid Waste Authority, 128 Sun Street, Salinas, California 93901 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

**8.4 Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if

any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**8.5 Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**8.6 Waiver.** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**8.7 Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

**8.8 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**8.9 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**8.10 Warranty & Representation of Non-Collusion.** No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money,

consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

<sup>DS</sup>  
SG

**8.11 Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**AUTHORITY:**

**SALINAS VALLEY SOLID WASTE  
AUTHORITY**, a California Joint Powers  
Authority

\_\_\_\_\_  
Patrick R. Mathews, General Manager

**ATTEST:**

\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

**APPROVED AS TO FORM:**  
**ALESHIRE & WYNDER, LLP**

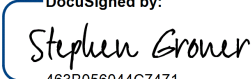
**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Roy C. Santos, General Counsel

\_\_\_\_\_  
\_\_\_\_\_

**CONSULTANT:**

**S. GRONER ASSOCIATES**

DocuSigned by:  
By:   
462B0568044C7471...  
Name: Stephen Groner  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.**
  
- II. All work product is subject to review and acceptance by the Authority, and must be revised by the Consultant without additional charge to the Authority until found satisfactory and accepted by Authority.**



## SCOPE OF WORK AND SERVICES

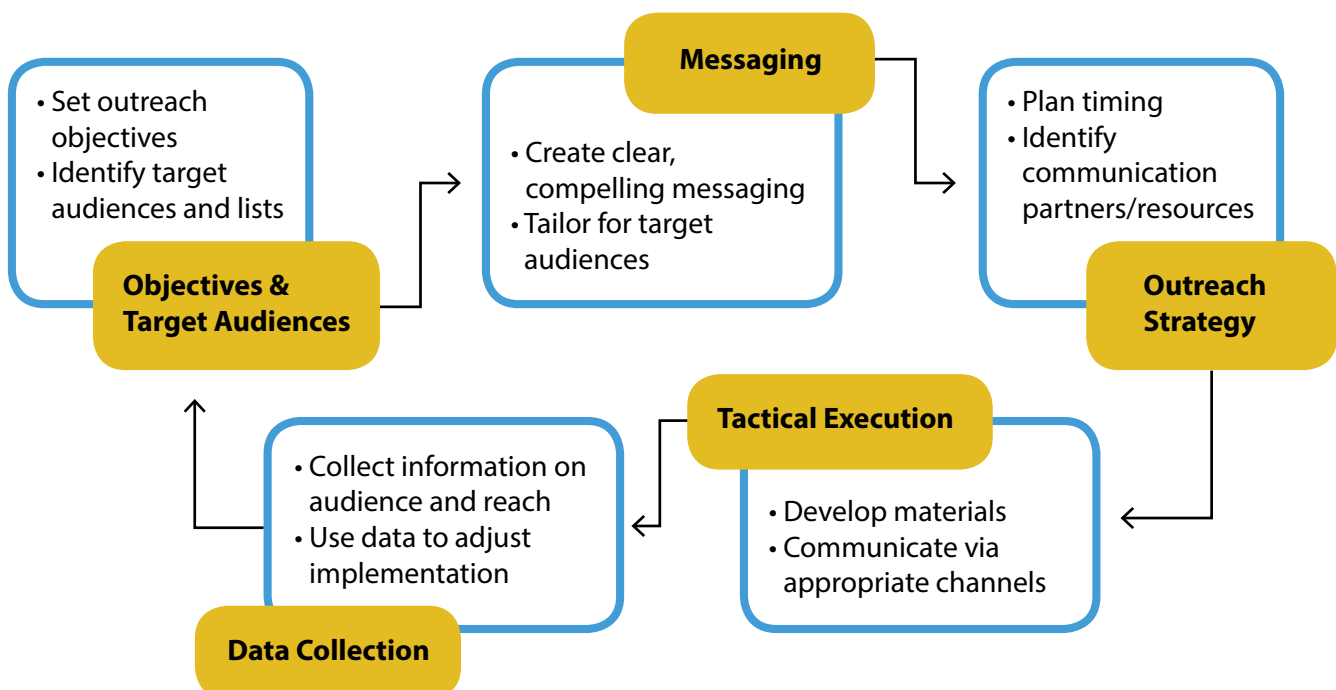
### Strategic Marketing Plan

We will work with the Authority and use the results of the CBSM research and message development to develop a comprehensive strategic marketing plan that will expressly increase awareness and positively influence the behaviors of the target audiences. When it comes to encouraging positive environmental behavior change, we have found a common theme: increasing knowledge is a critical foundation for creating quantifiable changes in the target behavior. With that said, we also know that a lack of knowledge is only one of the many barriers that may deter individuals from engaging in sustainable behavior.

Our communication and marketing approach includes static, dynamic, and multi-directional information exchanges with residents, businesses, and local community organizations. SGA will facilitate focused discussion sessions with the Authority to review values, vision and mission statements, goals and objectives, activities, resources, assigned responsibilities, policy development as applicable, and a schedule and timelines for measurable progress and accomplishment.

In developing a short- and long-term strategic marketing plan, we will include the following: a vision for the future; Strengths, Weaknesses, Opportunities, Threats analysis; directions and priorities to focus on the critical actions necessary to implement and achieve the program's mission; ways to improve resource utilization and reduce redundancy; changes for future sustainable growth and development; sequence of how these changes will be implemented; those who are responsible for guiding change; and ways to obtain the resources required, whether they currently exist within the organization or must be generated from external sources. SGA proposes the following process:

- Analyze the shared values and experiences of the Authority staff
- Identify key issues, questions, and choices to be addressed as part of the strategic marketing effort
- Formulate goals, strategic objectives, and action or tactical plans
- Develop implementation plans, actionable items, and tactics
- Finalize a written strategic marketing plan that summarizes the results and decisions of the planning process
- Monitor, evaluate, and report on the progress and results





## Community-Based Social Marketing

As mentioned earlier, we will use the CBSM research and messaging development that the Authority and the CBSM consultant will conduct. At SGA, we use the steps of social marketing to influence social norm change. We analyze our audience to know where they are in the process and test messaging to move them to the change our clients seek. The first step is to create awareness of the issue, giving people a reason to care and ultimately change their behavior. After they are aware of the issue, we seek to change their knowledge, attitudes, and beliefs on the issue – hopefully moving them to actually start changing their behavior. This step can be done in many different ways, depending on the change we seek. Once we’ve created a movement with our target audiences, their social norms will begin to change.

Here are the overall steps we will take to develop a strategic behavior change marketing plan for the Authority:

### 1. Identify the Audience (with specificity!)

Before we can change anyone’s mind, we need to know exactly whom you’re talking to. “People” is not a target audience. Different types of people are influenced in very different ways, which is why the most effective behavior change campaigns have VERY segmented audiences.

### 2. Do Research

We may think we know the target audiences – but do we really? One of the most important pieces of CBSM is having a deep understanding of the target audience. *How they think, feel, act, how they talk, who they trust, etc.* We don’t assume – so we will do the research. From our experience, in-depth quantitative and qualitative research is critical in developing an effective behavior change campaign.

### 3. Outline Approach

When it comes right down to it, CBSM isn’t entirely different from traditional marketing, in which we attempt to convince people to buy a product or service. CBSM is also transactional, but instead of goods, we barter with behaviors. Before we can make someone change their behavior, we need to uncover what’s in it for them. What matters to them enough to change the way they act? Research shows that this is different for different audiences.

For example, younger audiences tend to respond better to social consequences, rather than physical ones. So if the goal is to prevent young adults from drinking excessively – instead of telling them how alcohol affects their health, tell them how it could impact their social life.

### 4. Change the Perception; Change the Game

As a rule, most audiences tend to respond best to behavior changes that seem fun, easy, and popular. This is why people have switched from Facebook in favor of other simplistic, goofy, and increasingly popular social media platforms (TikTok, Instagram, etc.). In order to affect behavior change, we need to alter the perception of the desired action (or inaction).

### 5. Find the Barriers (then crush ‘em)

Once we’ve identified and researched the target audience, and devised a plan to make the desired behavior fun, easy, and popular, it’s time to uncover why the audience hasn’t already made a change. What are the barriers preventing them from adopting a new behavior, or abandoning a negative one? For example, most healthy eating campaigns aren’t about convincing people that fast foods are bad for them, or that poor eating will lead to poor health. What the campaigns are really about is giving people the tools they need to change the way they eat - things like meal plans, recipes, and shopping tips. It’s about giving the target audiences solutions.

### 6. Encourage Baby Steps (there is no quick fix)

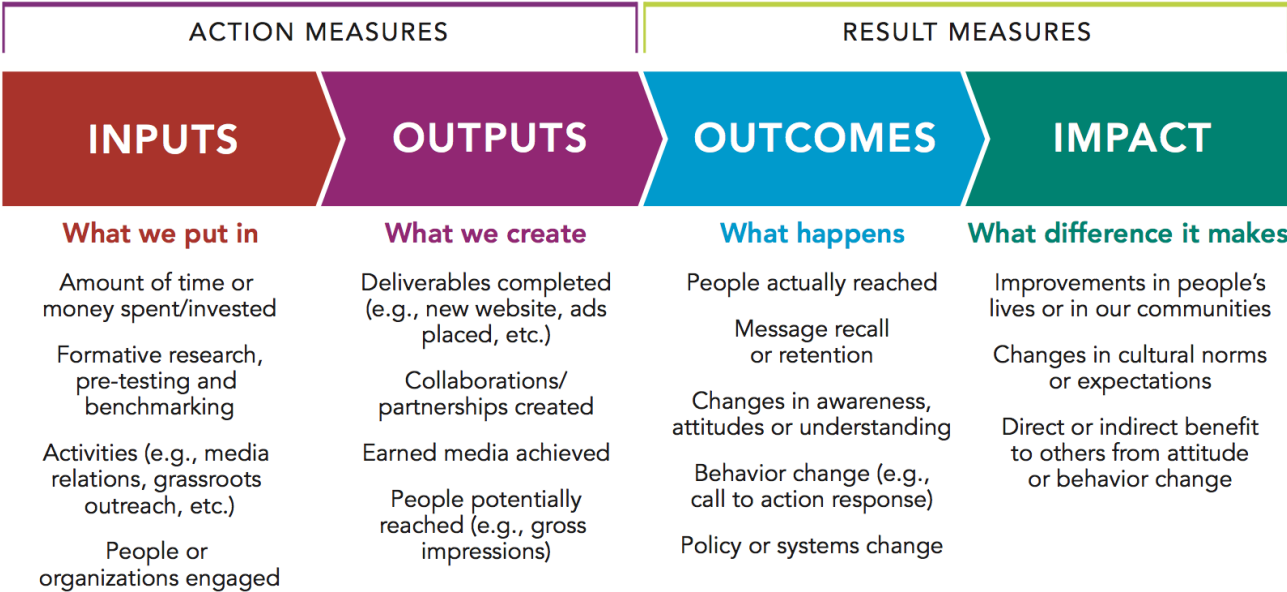
Another important consideration in CBSM is to start small, and proceed with baby steps. Convincing someone to immediately stop using plastic or to start composting everything is a steep hill to scale. Instead, we will break the larger task into smaller parts to make an insurmountable behavior change feel possible.

**7. Dig Deeper than a Headline** (an integrated approach works best)

If only behavior change were as easy as a clever tagline or headline, we wouldn't have to work so hard. Unfortunately, it's not so simple. Coming up with the right message is a big part of behavior change marketing – but it's just a part. Inciting change requires an integrated approach that includes digital, traditional, and interactive tools. Social media, video, direct mail, and experiential marketing all play a part in giving the target audience the knowledge, will, and skill to change.

**8. Make Sure to Measure** (and then measure again)

The final step in creating a successful behavior change marketing campaign is to measure results. We don't wait until we're done to start tracking results. Behavior change campaigns must be nimble in order to be effective. We will measure before we start and during the campaign so that we're able to gauge which tactics and messages are working, and which fall flat. Sometimes our tactics will not work successfully, but we will know and instantly pivot to something that will. Measure once, measure twice, optimize, and measure again.



SGA will develop and implement tailored, strategic marketing plan that will enable the Authority to target specific populations and specific behavior changes. As projects are completed and new behaviors are targeted, SGA will update and recommend new recommended engagement and outreach methods to the Authority. Our approach will be flexible and can be adjusted to meet changing conditions and availability of resources as well as provide direction for decisions about future action. We will also work hard to make the Authority a key source of information, inspiration, and integration of resources that can help stakeholders, community members, and business partners adopt sustainable attitudes and behaviors.

**Creative Development and Community Engagement**

The ultimate aim of any recycling or waste reduction campaign is to improve participation and increase landfill diversion rates for the community. To fully participate, residents and businesses need to understand the reasons to recycle, reduce, and divert their wastes and the benefits they can enjoy from doing so. Changing behavior is a long-term process that requires persistence and commitment. Our creative development and marketing strategies will be grounded on fulfilling a mix of knowledge, belief, and behavior objectives. To ensure that we engage various target audiences at various stages along the behavior change spectrum, SGA will incorporate tactics that meet the following objectives:

**Knowledge Objectives** - *What do our target audiences need to learn?*

- Pollution prevention practices, recycling, and solid waste reduction methods and practices
- The Authority's various environmental goals and progress towards them

- Social, environmental, ecological, and economic impacts of improper waste disposal
- How to improve their participation in waste reduction and diversion and pollution prevention
- Personalized benefits of reducing and recycling household waste and waste reduction

**Belief Objectives** - *What do our target audiences need to feel?*

- Inspired to help achieve the Authority's recycling and waste reduction and diversion goals
- Convinced that other people "just like them" are already recycling, reducing waste, and helping the environment
- Impacts of resource management on their values (i.e. community economic benefit, environmental health, peer belonging)
- It is easy to find out what they need to know
- Their actions make a difference

**Behavior Objectives** - *What do our target audiences need to do?*

- Initiate and sustain pollution prevention practices, recycling, and solid waste reduction methods and practices
- Reduce the amount of waste materials that flow through households and businesses
- Motivate and inspire others to raise awareness about recycling, waste reduction, and waste diversion efforts

**Develop Marketing Campaign Materials and Collaterals**

Print and digital assets as well as marketing materials are key components of SGA's communication and marketing process. These materials are designed to provide summary program information and also increase awareness. Clear, non-technical descriptions without jargon are most effective. These materials may include:

- Digital and social media ads
- Out-of-home advertising such as bus shelters, tails, and queens; and billboards
- Print ads, brochures, fact sheets, flyers, newsletters, door hangers, and direct mail
- Email marketing, electronic newsletters, and website content updates
- Informational videos
- Social Media content and contests
- Community events giveaway and swag merchandise

We have found that the production of visual/graphic depictions has helped gain a public understanding of complex and/or innovative projects. These visuals can include:

- PowerPoint presentations
- Display boards
- Table-top displays
- Maps
- Animations
- Videos

Producing interactive content is also an effective tactic to engage and educate community members and stakeholders. When stakeholders are excited, they become engaged and willing to take action. Interactive content is simply the type of content that gets the viewer to respond. Examples of the content we can produce are:

- Interactive white papers
- Galleries, polls, and surveys
- Quizzes and tests
- Contests and promotions
- Pop-up engagement

- Dynamic videos

To develop an effective marketing and outreach campaign, we will include the following tasks:

1. Recommend and develop updates to the Authority's webpage
  - a. Recommend and develop updates to the Authority's webpage to serve as the staging ground for all communications and as a repository of public information
  - b. Address any issues or concerns on the website
2. Develop outreach campaign collateral and assets
  - a. Meet with the Authority staff to determine ad campaign goals, audience segments, and define key performance indicators
  - b. Review existing research, previous campaigns, and available media resources
  - c. Research and evaluate the market environment, intended audiences, and identify outreach channels for the campaign
  - d. Develop a campaign strategy with S.M.A.R.T. objectives
  - e. Develop a detailed creative brief, present it to the Authority for approval, and make revisions as necessary
  - f. Develop two to three creative concepts to present to the Authority including campaign name, tagline, identity system, image library, and thematic elements
  - g. Specify details about the strategic messaging and audience-specific themes
  - h. Develop script, storyboards, and production notes for video projects and radio spots
  - i. Develop an estimated timeline for production and delivery of the final product
  - j. Manage and coordinate videographer, video editors, graphic designers, copywriters, audio engineer, voice-over artist, and photographers as needed
3. Develop multicultural pamphlets, ads, and flyers
  - a. Develop marketing campaign assets for the Authority's diverse multicultural audiences
4. Develop and maintain digital outreach
  - a. Develop and write copy and coordinate graphics for an email marketing campaign
  - b. Develop interesting and vibrant presentations to show at public or government meetings

### ***Increase Social Media Followers and Engagement***

For many years, SGA has helped many public sector organizations adopt these communication tools to improve public engagement and to raise awareness. We provide insightful and results-based assistance to keep followers engaged and interested in community issues. We can develop and execute a social media strategy to help the Authority achieve its goals of increasing engagement and participation, and to build, increase, and maintain organizational reputation, recognition, and awareness.

Our most recent success with growing our client's social media presence is with the San Mateo County Water Pollution Prevention Program (Flows to Bay). When we first started to work with Flows to Bay, its social media followers plateaued to around three thousand. We developed a social media strategy and provided fresh content to online media platforms (Facebook, Twitter, and blog), regularly posting pollution-prevention messaging, campaign initiatives, community events, and program news. We aimed to increase followers by identifying and cultivating Flows to Bay's database of stormwater advocates who were reached via an e-Newsletter. From this effort, Flows to Bays now has over 26,000 followers.

### ***Media Buys/Placements***

Through an intelligent media buying approach, SGA can help the Authority with media placement. We work with media buyers who can develop a media plan that can reach both the general population while honing in on specific target audiences.

### ***Satisfaction/Effectiveness Measurements***

Monitoring and evaluation are part of a continuous process of learning and improvement that enables SGA to assess the performance of the marketing plan against the Authority's aim and objectives. By methodically seeking feedback at each stage of the process workflow, we can identify issues and address them promptly. We will identify which activities worked well and which didn't, how they might be improved or whether they should be substituted for other activities. We will then use this information to help develop better communications in the future by refining and improving activities, focusing on spending more effectively, and achieving better results.

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**[NOT APPLICABLE]**

**EXHIBIT “C”**

**SCHEDULE OF COMPENSATION**

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The Authority will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**





**MULTI-MEDIA MARKETING SERVICES  
COST PROPOSAL  
SALINAS VALLEY SOLID WASTE AUTHORITY**



317 Washington St, Suite 214  
Oakland, CA 94607

Phone: 510.224.5086  
E-mail: [SGroner@SGAmarketing.com](mailto:SGroner@SGAmarketing.com)  
Web: [www.sgamarketing.com](http://www.sgamarketing.com)





## AUTHORITY PROPOSAL FORM AND FEE SCHEDULE

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

Multi-Media Marketing Services_Salinas Valley Waste Authority			
S. Groner Associates			
Service or Product Description	Hrs./Qty	Cost Per Hr./Qty	Sub-Budget
<b>Planning</b>			
Kick off meeting with Authority	10	\$168.60	\$1,686
Create a basic time-frame, work plan, and related follow-up activities	16	\$149.00	\$2,384
<b>Marketing Strategies</b>			
Develop an outreach plan to increase community participation and behavior changes	24	\$162.33	\$3,896
Conduct research on select subject matter for targeted audiences	30	\$136.53	\$4,096
Develop and A/B test messaging	36	\$135.00	\$4,860
Develop multi-media concepts and promotions that provide the greatest opportunity for waste reduction and recycling on focused materials.	100	\$149.64	\$14,964
Develop and distribute awareness and engagement materials	20	\$146.60	\$2,932
Evaluate the Authority's website and give recommendations on how to make it more engaging, educational and interactive	16	\$150.50	\$2,408
Develop media relations material	20	\$134.60	\$2,692
Develop and coordinate social media strategies and ad campaigns	94	\$123.49	\$11,608
Develop and coordinate 5-10 secs video ads	44	\$152.27	\$6,700
Translate and develop multicultural educational and engagement materials	22	\$140.27	\$3,086
<b>Hard Cost</b>			
Print	\$3,500		
Media Buy	\$25,000		
Total	\$28,500		
		<b>Subtotal</b>	<b>\$61,312</b>
		<b>Hard Cost</b>	<b>\$28,500</b>
		<b>Sales Tax</b>	
		<b>Total</b>	<b>\$89,812</b>
Staff billing rates are adjusted annually on January 1st based on the regional inflation/cost of living index, local mileage based on federal per diem rates, Out of pocket expenses billed at cost plus 10%,			



## SGA HOURLY RATES

<b>S. Groner Associates</b>	
<b>FULLY BURDENED HOURLY RATES*</b>	
<b>JOB FUNCTION</b>	<b>RATES</b>
Project Director	\$189.00
Strategic Director	\$174.00
Project Manager	\$167.00
Creative Director	\$167.00
Sr. Project Coordinator	\$152.00
Sr. Graphic Designer	\$152.00
Public Affairs/Media Relations Manager	\$152.00
Graphic Designer	\$131.00
Project Coordinator	\$131.00
Sr. Research/Survey Manager	\$167.00
Research/Survey Manager	\$167.00
Research/Survey Coordinator	\$131.00
Multimedia Services	\$131.00
Sr. Project Associate	\$122.00
Project Associate	\$115.00
Copywriter	\$115.00
Outreach Specialist	\$106.00
Social Media Coordinator	\$107.00
Project Administrator	\$131.00
*Staff billing rates are adjusted annually on January 1st based on the regional inflation/cost of living index.	
<b>EXPENSES</b>	
Local Mileage	Current Federal Per Diem
Out of Pocket Expenses	Billed at Cost + 10%
Translation Costs	.20/word




**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**

The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.

**[NOT APPLICABLE]**

 <p><b>Report to the Board of Directors</b></p>	<p><b>ITEM NO. 5</b></p>
<p><b>Date:</b> June 17, 2021</p> <p><b>From:</b> Cesar Zuñiga, Assistant General Manager / Operations Manager</p> <p><b>Title:</b> A Resolution Approving a Two-Year Service Agreement with Clean Earth for Household Hazardous Waste Transportation and Disposal/Recycling</p>	<div data-bbox="1089 212 1516 363">  <p>Finance and Administration Manager/ Controller/Treasurer</p> </div> <div data-bbox="1089 390 1516 506">  <p>General Manager/CAO</p> </div> <div data-bbox="1089 569 1516 632"> <p><u><i>R. Santos by E.T.</i></u> Authority General Counsel</p> </div>

## RECOMMENDATION

Staff recommends that the Board adopt the resolution.

## STRATEGIC PLAN RELATIONSHIP

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

## FISCAL IMPACT

The household hazardous waste collection program represents 21.8% of the AB 939 Services budget. In FY 2019-20, the Authority paid \$216,796 for HHW disposal costs and supplies. The current fiscal year 2021-22 budget for HHW disposal and supplies is \$232,500.

During fiscal year 2019-20 a total of 1,433,924 pounds of HHW was collected within the SVR service region and shipped from the Sun Street facility. It is anticipated the volume will continue to increase.

## DISCUSSION & ANALYSIS

A Request for Proposals (RFP) was released on April 30, 2021 with Clean Earth and Act Environmental responding to the RFP by the May 14, 2021 deadline. Both firms are well established in transportation and processing of hazardous waste.

The proposals from both firms were closely ranked based on disposal and supplies cost provided (proposals are available for review at the Authority offices). Operations staff reviewed the proposals and determined that Clean Earth was the overall best qualified and positioned company to provide these services. While rates were very comparable between both companies, Clean Earth has a large nationwide presence with over 80 permitted facilities across the United States and over 1,000 collection vehicles in their fleet nationwide. The team at Clean Earth is also very familiar with our staff and facilities and can provide staff assistance if needed. The agreement will cover FY 2021-22 and 2022-23 with three (3) optional one (1) year extensions.

## **BACKGROUND**

The Authority fulfills each member cities and the County's obligation under AB 939 to accept and provide safe disposal for hazardous materials which may otherwise be disposed in the landfill. We are the sole collector in the Salinas Valley except for the used oil program offered by Monterey County, which is grant funded. The collection facility at the Sun Street Transfer Station served over 9,300 customers in 2020 and recycled an average of 220 gallons of paint each month. Additionally, there are collection stations for antifreeze, batteries, oil and paint (ABOPs) at the Johnson Canyon Landfill and Jolon Road Transfer Station.

## **ATTACHMENTS**

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

## RESOLUTION NO. 2021 -

### A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A TWO-YEAR SERVICE AGREEMENT WITH CLEAN EARTH FOR HOUSEHOLD HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL/RECYCLING

**WHEREAS**, the Authority provides its member cities Household Hazardous Waste collection and disposal services as required by AB939; and,

**WHEREAS**, on April 30, 2021 a Request for Proposals was released for HHW Disposal and Transportation Services; and,

**WHEREAS**, staff recommends awarding a two (2) year contract with three (3) optional one (1) year extensions to Clean Earth for transportation and disposal/recycling of household hazardous waste.

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

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 17th of June 2021, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Christopher M. Lopez, President

ATTEST:

APPROVED AS TO FORM:

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Erika J. Trujillo, Clerk of the Board

---

Roy Santos, Authority General Counsel

# Attachment No. 1



Project Name/No.: \_\_\_\_\_  
Project Manager: \_\_\_\_\_

Contract No.: \_\_\_\_\_  
Approved: \_\_\_\_\_

## AGREEMENT FOR SERVICES BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND CLEAN EARTH ENVIRONMENTAL SOLUTIONS

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 1st day of July 2021 ("Effective Date") by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority ("Authority") and Clean Earth Environmental Solutions (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

### 1. SERVICES OF CONSULTANT

**1.1 Scope of Services.** In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

**1.2 Compliance With Law.** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental agency of competent jurisdiction.

**1.3 California Labor Law.** If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements to the extent applicable to the work described in the Scope of Services:

(a) **Public Work.** The Parties acknowledge that some or all of the work to be performed under this Agreement may be a "public work" as defined in Labor Code Section 1720 and that this Agreement may therefore be subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement may

be subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, if prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at Authority Offices at 128 Sun Street, Salinas, CA 93901 and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) To Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages, if applicable.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the Authority of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects, if applicable. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide Authority with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Pursuant to Labor Code section 1815, work performed by employees of Contractor is excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1 ½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:



“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials \_\_\_\_\_

(i) **Contractor's Responsibility for Subcontractors.** For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

**1.5 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the Authority's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the Authority. Consultant acknowledges that the Authority is relying on the representation by Consultant as a material consideration in entering into this Agreement.

**1.6 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

## **2. COMPENSATION**

**2.1 Contract Sum.** For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The contract sum shall be based on quantities shipped by the Authority for disposal based on contractual disposal / recycling rates. Cost of agreement shall also include supplies ordered from vendor at contractual rates.

**2.2 Invoices.** Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice Authority for any duplicate services performed by more than one person.

All invoices shall be submitted by email to [ap@svswa.org](mailto:ap@svswa.org). Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the Authority with its first invoice following the effective date of the rate change.

Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission. Review and payment by Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

**2.3 Additional Services.** Authority shall have the right, subject to state law, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this

Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of Authority Board of Directors unless the Authority Board of Directors has previously authorized the Authority General Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Authority may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

#### **2.4      Contingency of Funds.**

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to Authority; or inclusion of sufficient funding for the services hereunder in the budget approved by Authority Board of Directors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Authority may immediately terminate or modify this Agreement without penalty.

### **3.      PERFORMANCE SCHEDULE**

**3.1      Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2      Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding thirty (30) days cumulatively.

**3.3      Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against

the Authority for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2023, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the Authority if the Authority is satisfied with the quality of services performed by Consultant under this Agreement.

#### **4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** Jennifer Wagner is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep Authority informed of any changes.

**4.2 Project Manager.** Cesar Zuñiga or any other person as may be designated by the Authority General Manager, is hereby designated as being the representative the Authority authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Project Manager").

**4.3 Prohibition Against Subcontracting or Assignment.** Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Authority. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Authority. Any such prohibited assignment or transfer shall be void.

**4.4 Independent Consultant.** Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of Authority with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority, or that it is a member of a joint enterprise with Authority.

#### **5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Without limiting Consultant's indemnification of Authority, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(d) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

## **5.2 General Insurance Requirements.**

(a) Proof of insurance. Consultant shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Authority’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority’s own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(i) Notice of cancellation. Notice of cancellation of coverage will be provided in accordance with the applicable policy provisions.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. Additional insured coverage for CGL will be provided pursuant to Form 17. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Authority for review.

(n) Agency's right to revise specifications. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Authority and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

(p) Timely notice of claims. Consultant shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**5.3 Indemnification.** To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable

("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Authority's sole negligence or willful acts or omissions. Notwithstanding the above, a design professional's indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

**5.4**     **Limitation on Liability.** In no event shall Consultant be liable under this Agreement to the Authority or any third party for consequential, indirect, incidental, special, liquidated, exemplary, punitive or enhanced damages, lost profit or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (A) whether such damages were foreseeable, (B) whether or not it was advised of the possibility of such damages and (C) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In no event shall Consultant's aggregate liability arising out of or relating to this Agreement, whether arising out of or relating to breach of contract, tort (including negligence) or otherwise, exceed \$2,000,000.

## **6.     RECORDS, REPORTS, AND RELEASE OF INFORMATION**

**6.1**     **Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Project Manager shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records.

**6.2**     **Reports.** Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement or as the Project Manager shall require.

### **6.3     Confidentiality and Release of Information.**

(a)     All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the Authority without prior written authorization from the Project Manager.

(b)     Consultant shall not, without prior written authorization from the Project Manager or unless requested by the Authority General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or



court order shall not be considered “voluntary” provided Consultant gives the Authority notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the Authority should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Authority and to provide the Authority with the opportunity to review any response to discovery requests provided by Consultant.

**6.4 Ownership of Documents.** All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the Authority.

## **7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Monterey, State of California.

**7.2 Disputes; Default.** In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article.

**7.3      Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**7.4      Termination Prior to Expiration of Term.** This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

**7.5      Termination for Default of Consultant.** If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages), and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

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

*Via Mail*

*Hand Delivered*

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

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

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

Clean Earth Environmental Solutions  
Jennifer Wagner  
11855 White Rock Road  
Rancho Cordova, CA 95742

## **8. MISCELLANEOUS**

**8.1 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

**8.2 Non-liability of Authority Officers and Employees.** No officer or employee of the Authority shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.3 Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Authority General Manager and to the attention of the Project Manager (with her/his name and Authority title), Salinas Valley Solid Waste Authority, 128 Sun Street, Salinas, California 93901 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

**8.4 Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**8.5 Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**8.6 Waiver.** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**8.7 Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

**8.8 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**8.9 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**8.10 Warranty & Representation of Non-Collusion.** No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other

conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

**8.11 Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**AUTHORITY:**

**SALINAS VALLEY SOLID WASTE  
AUTHORITY**, a California Joint Powers  
Authority

\_\_\_\_\_  
Patrick R. Mathews, General Manager

**ATTEST:**

**APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP**

\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

\_\_\_\_\_  
Roy C. Santos, General Counsel

**CONSULTANT:**

**CLEAN EARTH ENVIRONMENTAL  
SOLUTIONS**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

**EXHIBIT "A"**

**SCOPE OF SERVICES**

- I. Consultant will perform the following Services:**
  - A. Arrange for pick up and transportation of Household Hazardous Waste (HHW) from SVSWA facilities.**
  - B. Disposal and recycling of SVSWA transported HHW materials.**
  - C. Provide necessary supplies for bulking and processing of SVSWA collected HHW.**
  - D. On-call services as needed for mobile collection events or staff support**
- II. All work product is subject to review and acceptance by the Authority, and must be revised by the Consultant without additional charge to the Authority until found satisfactory and accepted by Authority.**

EXHIBIT “B”  
SPECIAL REQUIREMENTS  
**(Superseding Contract Boilerplate)**

**NOT APPLICABLE**



## **EXHIBIT “C”**

### **SCHEDULE OF COMPENSATION**

- I. Consultant shall perform the following tasks at the following rates in accordance with the rates provided in Exhibit “C-1”.**
- II. The Authority will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**
- III. The total compensation for the Services shall not exceed differ from contractual rates**

## SECTION 4: COST PROPOSAL

Cost Proposal					
Manifested Wastes	Waste Category	Packaged	Method Shipped	Unit Cost	Process code
Flammable and Poison	Flammable Liquids / Gasoline, Xylene	BLK	55 GAL	\$ 135.00	AF01
	Flammable Solids , Moth Balls	LO	55 GAL	\$ 275.00	INC14-D
	"RQ" Toxic Liquid Flammable, Organic	LP, LO	55 GAL	\$ 225.00	INC14-F
	Toxic Solids powdered materials	LP, LO	UN-Box	\$ 825.00	INC14-F
	Flammable Solids, Auto Flairs	LSP/H2O	5 Gal	\$ 125.00	INC15-D1
	Oil Based Paint	BU / LO	55 GAL	\$ 165.00	AF06
	Poisons	LP	55 GAL	\$ 225.00	INC14-F
	Methy Acetylene (Mapp Gas)	LO	15 GAL	\$ 72.00	REC64
	Butane Gas	LO	15 GAL	\$5.25/per cylinder	REC61
	Petroleum Gases 1 lt. (Camp fuel)	LO	55 GAL	\$5.25/per cylinder	REC61
Acid	Inorganic / Organic Acid	LP	55 GAL	\$ 199.00	WAT16-A
Bases	Inorganic / Organic Bases	LP	55 GAL	\$ 199.00	WAT16-B
Oxidizer	Oxidizing Solids/ trichloroisocyanuric acid, Potassium Dichloroisocyanurate	LO Bagged	15 Gal Poly 30 Gal Poly	\$90/DM15 \$115/DM30	STAB06-6
	Hydrogen Peroxide Aqueous solution 3%	LO Bagged	15 Gal Poly 30 Gal Poly	\$90/DM15 \$115/DM30	STAB06-6
	Hydrogen Peroxide Aqueous solution 40%-60%	LO Bagged	15 Gal Poly 30 Gal Poly	\$90/DM15 \$115/DM30	STAB06-6
	Oxidizing Liquid / Ammonium Persulfate, Ammonium Nitrate	LO Bagged	15 Gal Poly 30 Gal Poly	\$90/DM15 \$115/DM30	STAB06-6
	Oxidizing Liquid, Toxic / Sodium Nitrate, Potassium Permanganate 5.1	LO Bagged	15 Gal Poly 30 Gal Poly	\$90/DM15 \$115/DM30	STAB06-6

PCB	PCB - containing paint	LO	20 GAL	\$ 800.00	PCB01
	Flourecent Tube Ballast / Other PCB includes ballasts	LO	30 GAL	\$0.75/LB	REC45
Reclaimable	Latex Paint	BU	55 GAL	Paint Care	REC49
	Non-RCRA Used Motor Oil / Recycle	BU	55 GAL	\$ 175.00	REC07
	Paint Related Material	LP, LO	55 GAL	\$ 165.00	AF06
	Paint Related Material	LP, LO	UN BOX	\$ 575.00	AF06
	Used Oil Filters	LO	55 GAL	\$ 95.00	REC10
Corrosive	Hypochlorite solutions, bathroom cleaners containing bleach	LO	30 Poly Drum	\$ 115.00	STAB06-6
	Hypochlorite solutions, bathroom cleaners containing bleach	LO	15 Poly Drum	\$ 90.00	STAB06-6
Universal Waste	Mercury containing automatic switches, thermometers, and nolvelties			\$ 550.00	REC14
		LO	20 GAL		
	Mercury containing thermostats	LO	20 GAL	\$ 550.00	REC14
	Mercury containing waste (other)	LO	15 Gal	\$ 450.00	REC14
	Used Compact Flourescent Bulbs (CFL'S) 3FT & under	LO	CFL Box	\$0.16/ft	REC06
	Used High Pressure Sodium Bulbs	LO	4ft Barrel / Box	\$1.45/LB	REC42
	Used Flourescent Tubes / with Mercury Vapor 4ft	LO	4ft Barrel	\$0.16/ft	REC06
	Used Flourescent Tubes / with Mercury Vapor 8ft	LO	8 FT BOX	\$0.16/ft	REC06
	Lithium Batteries	LO	15 Gal	\$4.95/LB	REC09
	Lithium Button Cell Batteries	LO	30 Gal	\$4.95/LB	REC09
	Rechargeable Batteries	LO	30 GAL	\$0.75/LB	REC11
	Alkaline / Heavy duty Batteries	LO	30 GAL	\$0.77/LB	REC24
Aerosol Container (UW)	Aerosol Flammable	LO	UN BOX	\$ 585.00	AF08
Other	Non-RCRA Soil, Debris, Rags contaminated with oil	LO	55 GAL	\$ 129.00	LF07
	Fire Extinguishers / Non-Flammable	LO	55 GAL	\$6.50/Per cylinder	REC60
	Pharmaceutical Waste	LO	30 Gal	\$ 238.00	INC29
	Liquid Propane Gas Cylinders	Stacked	Shrink wrap pallet	\$5.25/Per cylinder	REC61
	Refrigeration Compressor Oil	Bulk	55 GAL	\$ 175.00	REC07
	Compressed Gas	LO	55 GAL	\$ 144.00	REC64

Supplies Cost		
Type	Size	Cost
Drums	55 Gallon Close Top	\$ 35.31
Drums	55 Gallon Open Top	\$ 39.59
Drums	30 Gallon Open Top	\$ 43.87
Drums	20 Gallon Open Top	\$ 49.22
Drums	15 Gallon Open Top	\$ 41.73
Drums	10 Gallon Open Top	\$ 49.22
Bucket	5 Gallon Plastic	\$ 10.70
Absorbent Granulated	50 LBS Bag	\$ 10.70
GP-X Markers	12-per box	\$ 12.84
Fluorescent Lamp Tube	4 Foot Tube / Cylinder	\$ 10.70
Fluorescent Lamp Box	8 Foot	\$ 12.84
Fluorescent Tube Boxes	4 Foot	\$ 10.70
Tri-wall box	1 CY	\$ 60.99
Non UN BOX with Liners, Low profile (flaps)	1 CY	\$ 38.52
UN Boxes with Liners (flaps)		\$ 60.99
Box Liner	1 CY	\$ 1.07
CFL Tub	4 ft	\$ 31.03
Bio-Hazard Can	33 GAL	\$ 16.05
Bio-Hazard Can Liners	33 GAL	\$ 2.68
Metal Square Capped Roofing Nails 1 3/4" box	Hazwaste Box nails	\$ 16.05
Hazardous Waste Labels		\$ -
4-way pallets	each	\$ 12.84
2.1 Flam, 2.2 Non-Flam, 3 Liquid, 4.1 Flam Solid	Rolls	CBC
5.1 Oxidizer, 5.2 Org. Peroxide, 6.1 Toxic, 8 Corrosive	Rolls	CBC
Up Arrows, 9 Environmental Hazardous	Rolls	CBC
Lock Box for Pharmaceuticals		\$ 43.87

**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the following schedule: July 1, 2021 to June 30, 2023**



## Report to the Board of Directors

### ITEM NO. 6

Finance and Administration Manager-  
Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority Legal Counsel

**Date:** June 17, 2021

**From:** Cesar Zuñiga, Assistant General  
Manager/Operations Manager

**Title:** A Resolution Awarding the Purchase of One  
New 2020 Ford F-550 Mechanics Truck to  
Worthington Truck Center for an Amount of  
\$72,500.99

### RECOMMENDATION

Staff recommends adoption of the resolution for the purchase of one new 2020 Ford F-550 Mechanic's Truck that will be assigned to the new Equipment Maintenance Technician which was allocated for Fiscal Year 2021-22.

### STRATEGIC PLAN RELATIONSHIP

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

### FISCAL IMPACT

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

### DISCUSSION & ANALYSIS

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

The 2021/22 Fiscal Year Budget approved an allocation to add an Equipment Maintenance Technician to the staffing allocation. The addition of an Equipment Maintenance Technician will reduce cost and downtime associated with contracted repairs and be self-funded with cost savings resulting from internal repairs. In order to hit the ground running, we must also secure the proper vehicle that will allow the Tech to make the proper repairs in the field.

Staff searched for a mechanics trucks throughout California and Arizona. As with many other industries, the automotive industry is experiencing delays in inventory due to the impacts of Covid-19 and computer chips. Staff was able to find a few compatible units in Southern California and Arizona. Two of the desired units were sold before the board could approve the purchase. Worthington Truck Center has a unit that meets our specifications and will hold the unit until June 18, 2021.

Dealer	Loader Model	Cost
Worthington Truck Center (Long Beach)	2020 Ford F-550 Mechanics Truck	\$72,500.99
Miller Ford (Mesa, AZ)	2021 Ford F-550 Ex-Cab Mechanics Truck	\$90,800

## **BACKGROUND**

On April 15, 2021 staff presented the budget which included an allocation for an Equipment Maintenance Technician. The budget was passed and adopted by the board. The recruitment for the Equipment Maintenance Technician commenced in May with a start date of July 1, 2021. In order to ensure efficiencies and be ready to assume some of the maintenance task staff needs to ensure all necessary equipment is available to the Equipment Maintenance Technician on July 1, 2021. The approval of the purchase will allow the purchase and delivery of the requested unit to be completed by the desired date.

## **ATTACHMENT(S)**

1. Resolution
2. Attachment A - Quote

## RESOLUTION NO. 2021 -

### **A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AWARDING THE PURCHASE OF ONE NEW 2020 FORD F-550 MECHANICS TRUCK TO WORTHINGTON TRUCK CENTER FOR AN AMOUNT OF \$72,500.99.**

**WHEREAS**, the Authority owns a large equipment fleet that requires ongoing service and at times road side service is required; and,

**WHEREAS**, to maintain an efficient operation staff needs to be able to repair equipment efficiently and quickly; and,

**WHEREAS**, the newly allocated Equipment Maintenance Technician requires a mechanics truck to efficiently report to SVR sites and make repairs to the fleet equipment.

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

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 17<sup>th</sup> day of June 2021, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Christopher M. Lopez, President

ATTEST:

APPROVED AS TO FORM:

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Erika J. Trujillo, Clerk of the Board

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Roy Santos, Authority General Counsel





# Quote For Invoice

## Worthington Ford

2950 N Bellflower  
Long Beach, Ca 90815  
(714)-612-6736  
[gahnt@calworthington.com](mailto:gahnt@calworthington.com)

INVOICE NO. T.B.D  
DATE June 7th 2021  
CUSTOMER ID Long Beach Unified School District

TO Cesar Zuniga  
Salinas Vally Recycles  
Salinas Valley Solid Waste  
128 Sun Street Ste 101 Salinas Ca 93901  
(831)-775-3020

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Ted Gahn		Due upon receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	2020 F-550 With Scelzi Body Upfit	\$ 66,250.00	\$ 66,250.00
1.00	Vin# 1FDUF5GT3LDA15453		
1.00	Document Processing Fee	115.00	115.00
SUBTOTAL			\$ 66,365.00
SALES TAX			6,135.99
TOTAL			\$ 72,500.99

Make all checks payable to WORTHINGTON FORD  
**THANK YOU FOR YOUR BUSINESS!**



## Report to the Board of Directors

### ITEM NO. 7

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** June 17, 2021

**From:** R. Patrick Mathews, General Manager/CAO

**Title:** A Resolution Approving Amendment No. 1 to the Memorandum of Understanding (MOU) with the County of Monterey for Litter Abatement Services in the Amount of \$100,000 for Fiscal Years (FY) 2021-22 and 2022-23

### RECOMMENDATION

Staff recommends adopting the resolution for this item. Approving Amendment 1 to the MOU with the County of Monterey for \$100,000 per year will allow for continuation of increased clean-up activities associated with illegal dumping in rural areas and roadside litter clean-up on county roadways.

### FISCAL IMPACT

Amendment No. 1 to the MOU provides for mutually agreed continuation of this program for FYs 2021-22 and 2022-23 at a cost not-to-exceed of \$100,000 per year.

### DISCUSSION & ANALYSIS

Due to increases in the levels of illegal dumping and litter in our rural areas and increased limitations on using free or low-cost prison labor, the County has been seeking additional funding to support expansion of this clean-up and removal program. The Board concurred with this first request at its June 21, 2018 meeting and supplemental funding for this program was first approved in fiscal year 2018-19. Subsequent funding has been approved by the Board in the past two budget cycles and is included in the recently approved FY 2021-22 budget.

Amendment 1 to the MOU provides for continued funding for the next two fiscal years at the same rate of \$100,000 per year with the provision that either party may terminate the agreement with appropriate notice.

### BACKGROUND

On June 21, 2018, the Board received a presentation and funding request from the County of Monterey to support expanding illegal dumping clean-up and litter abatement in the rural areas of the county. Staff was directed to return with an MOU and supplemental funding request after year-end closing and audit certification in October/November 2018.

### ATTACHMENT(S)

1. Resolution
2. MOU with County of Monterey for Litter Abatement Services

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
APPROVING AMENDMENT NO. 1 to the MEMORANDUM OF UNDERSTANDING (MOU)  
WITH THE COUNTY OF MONTEREY FOR LITTER ABATEMENT SERVICES \$100,000 FOR  
FISCAL YEARS 2021-2022 and 2022-2023**

**WHEREAS**, on June 21, 2018 the Authority Board of Directors received and approved the funding request from the County of Monterey for Litter Abatement Services; and,

**WHEREAS**, due to increases in the levels of illegal dumping and litter in our rural areas and increased limitations on using free or low-cost prison labor, the County has been seeking additional funding to support expansion of this clean-up and removal program; and,

**WHEREAS**, the Authority Board of Directors has approved \$100,000 of funding in the past two budget cycles including in the fiscal year 2021-22 budget to continue supporting this service.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY** that the President of the Board is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to approve the MOU Amendment 1 with the County of Monterey for providing Litter Abatement Services, as attached hereto and marked "Exhibit A" for the amount of \$100,000 fiscal years 2021-22 and 2022-23.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 17<sup>th</sup> day of June 2021, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

\_\_\_\_\_  
Christopher M. Lopez, President of the Board

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Erika J. Trujillo, Clerk of the Board

\_\_\_\_\_  
Roy Santos, Authority General Counsel

MEMORANDUM OF UNDERSTANDING

between

COUNTY OF MONTEREY

and

SALINAS VALLEY SOLID WASTE AUTHORITY

Litter Abatement Program

This Amendment No. 1 to the MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of the last date opposite the respective signatures by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (“COUNTY”), and the SALINAS VALLEY SOLID WASTE AUTHORITY (“SVSWA” or “AUTHORITY”), a joint powers authority (collectively referred to as “Parties”), with reference to the following facts:

RECITALS

WHEREAS, the Parties have heretofore entered into the MOU dated October 8, 2020 for COUNTY administration of a Litter Abatement Program (“Program”) to collect waste and mitigate illegal dumping throughout the County;

WHEREAS, the Parties wish to amend the MOU to extend the term for an additional two (2) years from the current expiration date, through June 30, 2023 to allow the Program to continue using existing available funding;

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties hereto agree to amend the terms of the MOU as follows:

1. Section 1 Effective Date and Term is replaced in its entirety with the following:

This MOU is effective October 8, 2020 and shall remain in force through June 30, 2023 unless earlier terminated as provided in this MOU. This MOU may be amended by mutual written agreement of the parties. COUNTY acknowledges that the City of Salinas has issued a notice of intent to withdraw from the SVSWA and if such action comes to fruition, future funding levels provided by the SVSWA may be proportionally reduced or eliminated.

2. Section 2. Obligations of Parties

Item c. replaced in its entirety with the following:

c. SVSWA shall reimburse the County fifty percent (50%) of the County's actual expenses incurred for third party labor services in the performance of the MOU; provided, however, under no circumstance shall SVSWA's contribution for the term of this agreement exceed \$100,000 per fiscal year. SVSWA shall not reimburse the County for services not yet performed.

3. Section 3. Termination is replaced in its entirety with the following:

*BY COUNTY*

a. COUNTY may terminate this MOU on June 30th of each year (end of Fiscal Year), provided COUNTY provides SVSWA with written notice not less than sixty (60) calendar days in advance of the termination.

b. COUNTY may terminate this MOU at any time for cause, which shall be defined as failure to make any payment required as described in section 2 above, subject to the following:

i. COUNTY shall provide sixty (60) calendar days written notice to SVSWA in advance of the termination and the reason(s) therefor. SVSWA shall be given 30 calendar days to correct the reason(s) for the termination. If COUNTY is satisfied, in its sole discretion, that the reason(s) for the termination have been remedied, the MOU shall not terminate and shall continue in force and effect.

ii. If SVSWA does not remedy the reason(s) for the termination to the satisfaction of COUNTY in COUNTY's sole discretion, COUNTY shall give SVSWA written notice thereof and the MOU shall terminate on a date provided by COUNTY in said notice. Upon termination, SVSWA shall pay to COUNTY all sums due and owing for services performed through the effective date of the termination.

*BY SVSWA*

a. SVSWA may terminate this MOU at any time for its convenience and without cause upon giving sixty (60) calendar days written notice to COUNTY. The effective date of termination is the termination date contained in SVSWA's notice of termination, unless otherwise agreed to by the parties. Upon termination, SVSWA shall pay to COUNTY all sums due and owing for services performed through the effective date of the termination.

4. Except as provided herein, all remaining terms, conditions, and provisions of the MOU are unchanged and unaffected by this Amendment and shall remain in full force and effect as set forth in the MOU,

IN WITNESS WHEREOF, the parties, intending to be legally bound, have  
executed this Memorandum of Understanding on the date last signed below:

COUNTY OF MONTEREY

SALINAS VALLEY SOLID WASTE AUTHORITY

By: \_\_\_\_\_  
Randell Ishii, MS, PW, TE, PTOE, Director  
Public Works, Facilities & Parks

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Office of the County Counsel

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Christopher M. Lopez, President  
Board of Directors

Date: \_\_\_\_\_

APPROVED AS TO FORM:

SVSWA General Counsel

By: \_\_\_\_\_  
Roy Santos  
SVSWA General Counsel

Date: \_\_\_\_\_



## Report to the Board of Directors

### ITEM NO. 8

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** June 17, 2021

**From:** C. Ray Hendricks, Finance and Administration Manager

**Title:** A Resolution Authorizing Investment of Monies at Mechanics Bank and A Resolution Authorizing Investments of Monies in the Local Agency Fund (LAIF)

### RECOMMENDATION

Staff recommends that the Board approves this item.

### STRATEGIC PLAN RELATIONSHIP

This agenda item is a routine operational item and does not relate to the Board's Strategic Plan.

### FISCAL IMPACT

None

### DISCUSSION & ANALYSIS

While updating the updating the signature cards that coincide with the January change of Executive Committee members, the bank requested an updated resolution from the Board. Since the last resolution was approved in May 2010; Rabobank has been purchased by Mechanics Bank, and the Finance Manager was assigned additional duties along with an updated title of Finance and Administration Manager. New resolutions are needed to update the stated bank and updated title.

### BACKGROUND

The Authority has the following accounts open to manage the funds of the agency:

- Checking account at Mechanics Bank for Authority expenses
- Checking account at Mechanics Bank for Authority payroll expenses
- Checking account at Mechanics Bank for Authority general deposits
- Checking account at Mechanics Bank for Authority scale house deposits
- Checking account at Mechanics Bank for IRC Section 125 Flexible Spending Account
- Local Agency Investment Fund (LAIF) for investment of surplus funds



The last resolution names the following positions as authorized signers with the President and Treasurer as the two facsimile signatures on Authority checks:

- General Manager/CAO
- Finance Manager/Treasurer
- Board President
- Board Vice-President

Since then, the Authority has undergone several changes in personnel and assigned duties which requires a change in authorized signers.

**ATTACHMENT(S)**

1. Resolution Authorizing Investment of Monies at Mechanics Bank
2. Resolution Authorizing Investment of Monies in the Local Agency Investment Fund

## RESOLUTION NO. 2021-

### A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AUTHORIZING INVESTMENT OF MONIES AT MECHANICS BANK

**WHEREAS**, the Salinas Valley Solid Waste Authority will need a depository for its monies and will need banking services in order to carry out financial transactions, and

**WHEREAS**, the Board of Directors does hereby find that the deposit and withdrawal of money in Mechanics Bank for the purpose of investment as stated herein is in the best interests of the Authority.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY**, that the Board of Directors does hereby authorize the deposit and withdrawal of Authority monies in Mechanics Bank for the purpose of banking and investment as stated herein.

**BE IT FURTHER RESOLVED**, that the following Authority **officers or their successors in office** shall be authorized to order the deposit or withdrawal of monies in accounts at Mechanics Bank.

<b>C. Ray Hendricks</b> Finance and Administration Manager/Treasurer	<b>R. Patrick Mathews</b> General Manager/CAO	<b>Christopher M. Lopez</b> Board President	<b>Christie Cromeenes</b> Board Vice-President
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(Signature)

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(Signature)

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(Signature)

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(Signature)

**PASSED AND ADOPTED**, by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 17<sup>th</sup> of June 2021, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Christopher M. Lopez, President

ATTEST:

APPROVED AS TO FORM:

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Erika Trujillo, Clerk of the Board

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Roy Santos, Authority General Counsel

## RESOLUTION NO. 2021-

### A RESOLUTION OF SALINAS VALLEY SOLID WASTE AUTHORITY AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

**WHEREAS**, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the Board of Directors does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein is in the best interests of the Authority.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors does hereby authorize the deposit and withdrawal of Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

**BE IT FURTHER RESOLVED**, that the following Authority officers **or their successors in office** shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

<b>C. Ray Hendricks</b> Finance and Administration Manager/Treasurer	<b>R. Patrick Mathews</b> General Manager/CAO	<b>Christopher M. Lopez</b> Board President	<b>Christie Cromeenes</b> Board Vice-President
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(Signature)

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(Signature)

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(Signature)

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(Signature)

**PASSED AND ADOPTED**, by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 17<sup>th</sup> of June 2021, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

---

Christopher M. Lopez, President

ATTEST:

---

Erika Trujillo, Clerk of the Board

APPROVED AS TO FORM:

---

Roy Santos, Authority General Counsel



## Report to the Board of Directors

### ITEM NO. 9

N/A

Finance and Administration Manager/  
Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

**Date:** June 17, 2021

**From:** Patrick Mathews, General Manager/CAO

**Title:** Update on Sun Street Transfer Station (SSTS) Relocation Project and City of Salinas' One Year Notice of Intent to Withdraw from the Joint Powers Agreement with the Salinas Valley Solid Waste Authority

### RECOMMENDATION

Staff recommends the Board accept this item and provide input and direction if necessary. The report is intended to keep the Executive Committee and Board of Directors apprised of activities and actions related to the subject projects.

### STRATEGIC PLAN RELATIONSHIP

Promote the Value of SVR Services and Programs to the Community.

The Authority provides a wide array of essential recycling and waste recovery services and programs to the local businesses, schools, and residents. Resolution of the subject issues and re-establishment of Authority SSTS services and operations in a more permanent location meets the long-term public needs and supports the "Excellent Infrastructure" goals of the City of Salinas.

### FISCAL IMPACT

This agenda item is a routine update at this time and does not have a direct budget impact.

### DISCUSSION & ANALYSIS

Current discussions and background work are ongoing between the Authority, City of Salinas (City) Administration, and Republic Services (Republic), Salinas's franchised hauler. At the April 15, 2021 Board meeting, the Salinas City Manager, Steve Carrigan, spoke to the Board during the FY 21/22 rate hearing and indicated the City would need 90 days to complete its franchise negotiations with Republic Services, which include discussions around the relocation of Authority public services to Republic's Madison Lane Transfer Station (MLTS) and equalization of organics processing rates for Salinas.

Our last full group meeting between Authority and City Administration was April 9<sup>th</sup>. The purpose of that meeting was for Authority and City staff to work towards a formal work plan including identifying actions, challenges and solutions to move the Authority relocation to MLTS forward. Staff is very supportive of this approach to formalize the process going forward and establish progress goals for all parties. As new information is provided, staff will update the Executive Committee and Board at the next available meeting.

In addition to the Sun Street relocation discussion, the issue of equalizing green waste processing rates (currently deeply discounted under a 2004 agreement between SVSWA and Republic) is included in the issues under discussion. City administrative leadership has indicated a strong and collaborative level of support for resolving all the interrelated issues around transfer station relocation, rescinding the City notice to withdraw, and equalizing Republic's organics processing rates. These key elements are included in both the independent City negotiations with Republic, and the Authority's respective negotiations with both parties.

At the Board's April 15, 2021, the City Manager also indicated the need for additional time to resolve the organics rate equalization issue prior to SVSWA taking rate setting action. Director Craig has provided the Board with written assurance that the organics rate equalization issue will be resolved for FY 22/23.

Leadership from the City, Authority and Republic met at the MLTS on May 18<sup>th</sup> for a site tour to discuss several of the remaining design and operational issues. A full meeting of all three organizations and key staff is scheduled for June 16<sup>th</sup> to work through the remaining issues.

## **BACKGROUND**

The Authority, City Administration and Republic have been in direct discussion since summer of 2020 regarding a proposed shared use project at the Republic's MLTS. This project would potentially provide a relocation site for the Authority's SSTS recycling and transfer operations and satisfy a key element necessary to rescind the City Notice of Intent to Withdraw from the Authority, issue in November 2018.

This proposed project has several general elements under discussion as summarized below:

1. Engineering and Design changes to the MLTS to accommodate consolidation of SSTS recycling and transfer operations.
2. Updates to environmental documents and permitting entitlements to accommodate the joint use project and SSTS relocation.
3. SSTS relocation timeline.
4. Development of lease and operating agreement(s).

All of the above discussion areas are being negotiated in the form of a "Letter of Intent" that, if executed by both parties and concurred with by the City, would provide the structure for developing the various agreements needed to move this proposed project forward.

The Authority has been seeking a permanent location for its Recycling and Transfer operations in the greater Salinas area since formation in 1997. The Authority eventually selected the Sun Street Transfer Station location for its permanent home in 2004 and began interim operations while environmental review, design and permitting for construction of a permanent facility were undertaken. In 2008-2009, the City of Salinas requested that the Authority reconsider its Sun Street location to allow future redevelopment of the area that included the transfer station property and surrounding

area, also known as the Alisal Market Place. The Authority and City entered into a Memorandum of Understanding to negotiate conditions for relocation of the SSTS operations to a City owned property on Work Street in an industrial park area. In 2013 the City requested that the Authority re-consider other site options and in 2015 withdrew support of the original City-owned site on Work Street offered in 2008-09. Since 2015, Authority staff and its public advisory committees have been continuing to seek out and evaluate alternative sites and scenarios that satisfy both the City concerns and the strong public service demands for the greater Salinas area, including the current proposed consolidated use of the MLTS site.

**ATTACHMENT(S)**

None



## Report to the Board of Directors

### ITEM NO. 10

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** June 17, 2021

**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 of \$35,250; and A Resolution Approving a Professional Service Agreement with The EcoHero Show LLC for the School Assembly Program in an Amount of \$22,400

### 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 2021-2022 budget includes \$50,000 for the School Assembly Program. An additional fund of \$7,650 from the Beverage Container Recycling City/County Payment Program (CCPP) will also be utilized to expand this program. The total budget is \$57,650.

### DISCUSSION & ANALYSIS

For the past 15 years, the school assembly programs provided by the Authority have been well received and a positive touchpoint of students throughout the service area. As organics regulations emerge and behavior changes are required for diversion, it is more important than ever to get proper messaging out to students. To accomplish such a large task, we are extending contracts to two vendors this year. Rock Steady Juggling will focus on composting, organics recycling, and food waste reduction. EcoHero Show will focus on recycling education and litter reduction. Utilizing our available CCPP funds for recycling education we will be able to provide even more



shows to the area than previously. Additionally, the City of Salinas could utilize its additional CCPP funding to provide additional EcoHero shows to the City's schools and libraries.

Rock Steady Juggling and The EcoHero Show both provide all-inclusive services, including customized scripting, performance, travel/virtual, equipment, administration, scheduling, marketing to schools, etc. Both vendors also have an extensive client base including Stop Waste.org, Oakland Zoo, County of Sacramento, and Waste Management, Inc. which is the franchise hauler for Monterey County and King City. Both vendors will work within the Authority's budget to provide as many performances as possible. Each agreement will be for one year with the option of two one-year extensions.

Rock Steady Juggling and The EcoHero Show have competitive pricing which will provide for a good distribution of both shows throughout the service area.

Type of Show	Rock Steady Juggling	The EcoHero Show
Live – In Person	\$750 for first show in a school and \$250 for each additional show on the same day (\$1,000 for two shows)	Whole School Assembly (up to 2 shows): \$1050 per school
Live – Virtual	\$650 per livestream show and \$250 per additional show (\$900 for two shows)	Whole School Assembly (up to 2 shows): \$850 per school

Due to the proximity of the vendors to our service area, we are prioritizing virtual shows for The EcoHero Show to reduce the carbon footprint involved in travel. However, Waste Management utilizes The EcoHero Show for schools in our area so if other live performances are already scheduled in our area, we would allow for in person shows on a case-by-case basis.

## 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 a Master's in Fine Arts in acting from the American Conservatory Theater (2000) and a BA in environmental studies from the University of Vermont (1987). He has performed professionally at schools, libraries, festivals and theaters for more than 25 years. 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.

The current agreement with Douglas Nolan, dba Rock Steady Juggling for the School Assembly Program will terminate on June 30, 2021. 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).

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. Rock Steady Juggling has consistently demonstrated positive reviews and survey results. This past year over 95% of educators that were surveyed after viewing the shows stated they strongly agree/agree that the program is age appropriate, entertaining and engaging and effectively teaches the importance of reducing waste and recycling.

EcoHero provides schools an interactive concert to introduce environmental topics, tell stories, and engage students with trivia. All throughout the show, students learn songs and follow dances to music videos by rap superhero, Mr. Eco. EcoHero has been sponsored by more than 110 cities/counties in CA and has performed at 1,400+ schools in 5 countries. Additionally, YouTube videos have been viewed over 2.5 million times. EcoHero provides follow up curriculum teachers can use in class. Students can listen to songs and watch all of the music videos after the show to learn the lyrics and have the messages stick with them for life.

## **ATTACHMENTS**

1. Rock Steady Juggling Resolution
  - 1.1. Exhibit A – Professional Service Agreement
  - 1.2. Exhibit B – Scope of Services
  - 1.3. Exhibit C – Fee Schedule
2. The EcoHero Show LLC Resolution
  - 2.1. Exhibit A – Professional Service Agreement
  - 2.2. Exhibit B – Scope of Services
  - 2.3. Exhibit C – Fee Schedule

## RESOLUTION NO. 2021 -

### **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 OF \$35,250**

**WHEREAS**, the Board of Directors of Salinas Valley Solid Waste Authority finds that a School Assembly Program is an integral part of the School Recycling Program Enhancement Plan; and,

**WHEREAS**, the Authority has provided and funded School Assembly Programs for local schools and community groups/organizations since 2006; and,

**WHEREAS**, School Assembly Programs assist the Authority in meeting the AB 939 public education component that provides enhanced services to Authority member agencies; and,

**WHEREAS**, the School Assembly Programs provide a cost-effective method in reaching a broad group of students in the Authority's service area with recycling and waste reduction messaging.

**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 of \$35,250 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 17<sup>th</sup> day of June 2021, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

---

Christopher M. Lopez, President

ATTEST:

APPROVED AS TO FORM:

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Erika J. Trujillo, Clerk of the Board

---

Roy Santos, Authority General Counsel

## Exhibit A



Project Name/No.: \_\_\_\_\_  
Project Manager: \_\_\_\_\_

Contract No.: \_\_\_\_\_  
Approved: \_\_\_\_\_

### AGREEMENT FOR SERVICES BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND DOUGLAS NOLAN, DBA ROCK STEADY JUGGLING

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 1<sup>st</sup> day of July, 2021 ("Effective Date") by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority ("Authority") and Douglas Nolan, dba Rock Steady Juggling (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

#### 1. SERVICES OF CONSULTANT

**1.1 Scope of Services.** In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

**1.2 Compliance With Law.** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental agency of competent jurisdiction.

**1.3 California Labor Law.** If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) **Public Work.** The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at Authority Offices at 128 Sun Street, Salinas, CA 93901 and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Authority, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the Authority of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide Authority with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Authority, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials \_\_\_\_\_

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

**1.5 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the Authority's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the Authority. Consultant acknowledges that the Authority is relying on the representation by Consultant as a material consideration in entering into this Agreement.

**1.6 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## **2. COMPENSATION**

**2.1 Contract Sum.** For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference.

**2.2 Invoices.** Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice Authority for any duplicate services performed by more than one person.

All invoices shall be submitted by email to [ap@svswa.org](mailto:ap@svswa.org). Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the Authority with its first invoice following the effective date of the rate change.

Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission. Review and payment by Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

**2.3 Additional Services.** Authority shall have the right, subject to state law, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this

Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of Authority Board of Directors unless the Authority Board of Directors has previously authorized the Authority General Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Authority may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

#### **2.4      Contingency of Funds.**

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to Authority; or inclusion of sufficient funding for the services hereunder in the budget approved by Authority Board of Directors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Authority may immediately terminate or modify this Agreement without penalty.

### **3.      PERFORMANCE SCHEDULE**

**3.1      Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2      Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding thirty (30) days cumulatively.

**3.3      Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against



the Authority for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2022, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the Authority if the Authority is satisfied with the quality of services performed by Consultant under this Agreement.

#### **4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** Douglas Nolan is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep Authority informed of any changes.

**4.2 Project Manager.** Janna Faulk, or any other person as may be designated by the Authority General Manager, is hereby designated as being the representative the Authority authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Project Manager").

**4.3 Prohibition Against Subcontracting or Assignment.** Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Authority. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Authority. Any such prohibited assignment or transfer shall be void.

**4.4 Independent Consultant.** Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of Authority with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority, or that it is a member of a joint enterprise with Authority.

#### **5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Without limiting Consultant's indemnification of Authority, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(d) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

## **5.2 General Insurance Requirements.**

(a) Proof of insurance. Consultant shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Authority’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority’s own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Authority for review.

(n) Agency's right to revise specifications. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Authority and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

(p) Timely notice of claims. Consultant shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**5.3 Indemnification.** To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable

(“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Authority’s sole negligence or willful acts or omissions. Notwithstanding the above, a design professional’s indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

**6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Project Manager shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records.

**6.2 Reports.** Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement or as the Project Manager shall require.

### **6.3 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the Authority without prior written authorization from the Project Manager.

(b) Consultant shall not, without prior written authorization from the Project Manager or unless requested by the Authority General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the Authority notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the Authority should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from

any party regarding this Agreement and the work performed thereunder. The Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Authority and to provide the Authority with the opportunity to review any response to discovery requests provided by Consultant.

**6.4      Ownership of Documents.** All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the Authority.

## **7.      ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1      California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Monterey, State of California.

**7.2      Disputes; Default.** In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article.

**7.3      Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

**7.4 Liquidated Damages.** Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Authority the sum of One Hundred Dollars (\$100.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

**7.5 Termination Prior to Expiration of Term.** This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

**7.6 Termination for Default of Consultant.** If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages), and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

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

***Hand Delivered***

Salinas Valley Solid Waste Authority  
Attn: Mr. R. Patrick Mathews,  
General Manager/CAO

128 Sun Street, Suite 101  
Salinas, CA 93901

128 Sun Street, Suite 101  
Salinas, CA 93901

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

Rock Steady Juggling  
Douglas Nolan  
PO Box 662  
El Granada, CA 94018

## **8. MISCELLANEOUS**

**8.1 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

**8.2 Non-liability of Authority Officers and Employees.** No officer or employee of the Authority shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.3 Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Authority General Manager and to the attention of the Project Manager (with her/his name and Authority title), Salinas Valley Solid Waste Authority, 128 Sun Street, Salinas, California 93901 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

**8.4 Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**8.5 Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the



parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**8.6      Waiver.** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**8.7      Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

**8.8      Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**8.9      Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**8.10      Warranty & Representation of Non-Collusion.** No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

**8.11      Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**AUTHORITY:**

**SALINAS VALLEY SOLID WASTE  
AUTHORITY**, a California Joint Powers  
Authority

\_\_\_\_\_  
Patrick R. Mathews, General Manager

**ATTEST:**

\_\_\_\_\_  
Erika Trujillo, Clerk of the Board

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Roy C. Santos, General Counsel

\_\_\_\_\_  
\_\_\_\_\_,

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

## Exhibit A



### 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 2021-2022 (with the option to renew) not to exceed \$35,250 each school year.

- Differentiated shows will be designed and performed for the following populations:
  - Elementary students - K-5<sup>th</sup> grade
  - Middle School students - 6-8<sup>th</sup> grade
  - High School students - 9-12<sup>th</sup> 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 “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

**[If Consultant requests changes to boilerplate, forward those requests to the Authority Attorney’s office; changes to the boilerplate go in Exhibit “B”]**

**NOT APPLICABLE**

## 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 \$35,250 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

**EXHIBIT “D”**

**SCHEDULE OF PERFORMANCE**

**NOT APPLICABLE**

## RESOLUTION NO. 2021 -

### **A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH THE ECOHERO SHOW LLC FOR THE SCHOOL ASSEMBLY PROGRAM IN AN AMOUNT OF \$22,400**

**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,

**WHEREAS**, the Authority has provided and funded School Assembly Programs for local schools and community groups/organizations since 2006; and,

**WHEREAS**, School Assembly Programs assist SVSWA in meeting the AB 939 public education component that provides enhanced services to Authority member agencies; and,

**WHEREAS**, the School Assembly Programs provide a cost-effective method to reach a broad group of students in the SVSWA service area with recycling and conservation messaging.

**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 EcoHero Show LLC for the School Assembly Program in an amount of \$22,400 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 17<sup>th</sup> day of June 2021, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

---

Christopher M. Lopez, President

ATTEST:

APPROVED AS TO FORM:

---

Erika J. Trujillo, Clerk of the Board

---

Roy Santos, Authority General Counsel



## Exhibit A



Project Name/No.: \_\_\_\_\_  
Project Manager: \_\_\_\_\_

Contract No.: \_\_\_\_\_  
Approved: \_\_\_\_\_

### AGREEMENT FOR SERVICES BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND THE ECOHERO SHOW LLC

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 1<sup>st</sup> day of July, 2021 ("Effective Date") by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority ("Authority") and The EcoHero Show LLC (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

#### 1. SERVICES OF CONSULTANT

**1.1 Scope of Services.** In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. The Scope of Services shall include the scope of work included in Consultant's proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

**1.2 Compliance With Law.** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental agency of competent jurisdiction.

**1.3 California Labor Law.** If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) **Public Work.** The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at Authority Offices at 128 Sun Street, Salinas, CA 93901 and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Authority, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the Authority of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide Authority with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the Authority a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Authority, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor's Authorized Initials \_\_\_\_\_

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

**1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

**1.5 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the Authority's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the Authority. Consultant acknowledges that the Authority is relying on the representation by Consultant as a material consideration in entering into this Agreement.

**1.6 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

## **2. COMPENSATION**

**2.1 Contract Sum.** For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference.

**2.2 Invoices.** Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice Authority for any duplicate services performed by more than one person.

All invoices shall be submitted by email to [ap@svswa.org](mailto:ap@svswa.org). Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the Authority with its first invoice following the effective date of the rate change.

Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission. Review and payment by Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

**2.3 Additional Services.** Authority shall have the right, subject to state law, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this

Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of Authority Board of Directors unless the Authority Board of Directors has previously authorized the Authority General Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Authority may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

#### **2.4      Contingency of Funds.**

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to Authority; or inclusion of sufficient funding for the services hereunder in the budget approved by Authority Board of Directors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Authority may immediately terminate or modify this Agreement without penalty.

### **3.      PERFORMANCE SCHEDULE**

**3.1      Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.2      Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding thirty (30) days cumulatively.

**3.3      Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against

the Authority for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2022, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the Authority if the Authority is satisfied with the quality of services performed by Consultant under this Agreement.

#### **4. COORDINATION OF WORK**

**4.1 Representative of Consultant.** Brett Edwards is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep Authority informed of any changes.

**4.2 Project Manager.** Janna Faulk, or any other person as may be designated by the Authority General Manager, is hereby designated as being the representative the Authority authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Project Manager").

**4.3 Prohibition Against Subcontracting or Assignment.** Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Authority. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Authority. Any such prohibited assignment or transfer shall be void.

**4.4 Independent Consultant.** Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of Authority with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority, or that it is a member of a joint enterprise with Authority.

#### **5. INSURANCE AND INDEMNIFICATION**

**5.1 Insurance Coverages.** Without limiting Consultant's indemnification of Authority, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Workers’ compensation insurance. Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(d) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

## **5.2 General Insurance Requirements.**

(a) Proof of insurance. Consultant shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by Authority’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this Agreement. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority’s own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) Authority's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Authority's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.



(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to Authority for review.

(n) Agency's right to revise specifications. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Authority and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.

(p) Timely notice of claims. Consultant shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

**5.3 Indemnification.** To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable

(“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Authority’s sole negligence or willful acts or omissions. Notwithstanding the above, a design professional’s indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

**6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Project Manager shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records.

**6.2 Reports.** Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement or as the Project Manager shall require.

### **6.3 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the Authority without prior written authorization from the Project Manager.

(b) Consultant shall not, without prior written authorization from the Project Manager or unless requested by the Authority General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the Authority notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the Authority should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from

any party regarding this Agreement and the work performed thereunder. The Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Authority and to provide the Authority with the opportunity to review any response to discovery requests provided by Consultant.

**6.4      Ownership of Documents.** All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the Authority.

## **7.      ENFORCEMENT OF AGREEMENT AND TERMINATION**

**7.1      California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Monterey, State of California.

**7.2      Disputes; Default.** In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article.

**7.3      Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

**7.4 Liquidated Damages.** Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Authority the sum of One Hundred Dollars (\$100.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

**7.5 Termination Prior to Expiration of Term.** This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

**7.6 Termination for Default of Consultant.** If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages), and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

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

***Hand Delivered***

Salinas Valley Solid Waste Authority  
Attn: Mr. R. Patrick Mathews,  
General Manager/CAO

128 Sun Street, Suite 101  
Salinas, CA 93901

128 Sun Street, Suite 101  
Salinas, CA 93901

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

The EcoHero Show LLC  
2012 W. Alluvial Ave.  
Fresno, CA 93711

## **8. MISCELLANEOUS**

**8.1 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

**8.2 Non-liability of Authority Officers and Employees.** No officer or employee of the Authority shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.3 Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Authority General Manager and to the attention of the Project Manager (with her/his name and Authority title), Salinas Valley Solid Waste Authority, 128 Sun Street, Salinas, California 93901 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

**8.4 Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**8.5 Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the

parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**8.6      Waiver.** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**8.7      Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

**8.8      Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

**8.9      Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

**8.10      Warranty & Representation of Non-Collusion.** No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Authority official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

**8.11      Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**AUTHORITY:**

**SALINAS VALLEY SOLID WASTE  
AUTHORITY**, a California Joint Powers  
Authority

\_\_\_\_\_  
Patrick R. Mathews, General Manager

**ATTEST:**

\_\_\_\_\_  
Erika Trujillo, Clerk of the Board

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Roy C. Santos, General Counsel

\_\_\_\_\_  
\_\_\_\_\_,

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer





**The EcoHero Show LLC**  
2012 W. Alluvial |  
Fresno, CA 93711 US  
888-482-3885  
ecoheroshow@gmail.com  
<http://www.ecoheroshow.com/>

**Scope of Work for**  
Salinas Valley Recycles

**Date:**  
May 2021

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### **Summary:**

Salinas Valley is considering hiring *The EcoHero Show* to promote anti-littering and bottle/can messaging in elementary schools, funded by CalRecycle Beverage Container Funds.

### **About *The EcoHero Show*:**

We believe monumental change begins with youth and combined our passions for hip-hop and sustainability to create *The EcoHero Show*. Since 2015, Mr. Eco and his EcoHero sidekicks have performed for schools around the globe, with the philosophy that every kid can change the world! Through our program, we introduce students to sustainability issues and how they can get involved. Performers teach dances or call & responses to each of their music videos. Between songs, various topics are discussed through storytelling & trivia to illustrate how students can have an impact on their ecosystem at home and at school.

Our Whole School Assemblies are 40 minutes long and ideal for students in K – 6<sup>th</sup> grades. Our Classroom Presentations are 45 minutes long and currently for 2<sup>nd</sup> through 5<sup>th</sup> graders. Shows were historically performed via in-person assembly but have since switched to virtual live-streaming to continue educating in light of the pandemic.

[Click here](#) to watch our assembly overview video.

[Click here](#) to watch our classroom overview video.

[Click here](#) to watch our custom song overview video.

### **Experience:**

- *The EcoHero Show* has been hired by 110+ cities/counties in CA, with the majority using CalRecycle grants.
- We have performed environmental shows programming for 1,200+ schools in five countries reaching 600,000+ students.
- Our YouTube channel has 1,800+ subscribers and 2.5 million views
- *The EcoHero Show* has adapted their program to suit both in-person and live-streaming performances.

**Our Assemblies will Accomplish the Following:**

- Reinforce and create a sustainable culture at schools
- Education on CRV recycling
- Education in litter reduction
- Increase overall recycling in the schools
- Promote personal behavior change to adopt at school and home
- Inspire EcoHero leaders for their life

**How Our Process Works:**

- We handle all of the communications with schools. This includes promotion, scheduling, logistics management, and data collection.
- We work with you to incorporate messaging unique to your city/county prior to our first performance.
- A schedule is sent out monthly and city/county staff are welcome to view the show if they would like.
- We send End-of-Year reports that outline number of schools & students reached, testimonials, and survey results.
- Students can continue learning through *The EcoHero Club* and on our [YouTube](#) page. Teachers are also sent classroom curriculum should they wish to offer additional education on the topics presented after the show.

**How Streaming Shows Work:**

It is still unknown how many students will be returning to schools and what their schedule will look like. Given this will vary depending on district, we will have to communicate and be flexible with each school to book shows. If all the students at a school are not available at one time, we will schedule two streaming shows and make a recording of our show available to view for two weeks after the performance. We will use Zoom, Webinarjam, or WebEx to stream the shows depending on what access the school has and whether their district has any restrictions on the above platforms.

**Follow-up Class Curriculum:**

One of our performers, Jordan Anderson, has a teaching credential from UC Berkeley. He created additional learning activities for students to do in class following our shows. We cannot guarantee teachers will provide this lesson, but we will be sharing the materials with them so they have the option to do so.

[Click here](#) to view the lower grade lessons.

[Click here](#) to view the upper grade lessons.

**Long Term Impact:**

It can be challenging to fully track the positive impact our shows are making on students in the long term. However, social media has allowed some of that to surface with students now in high school reaching out to us. Below is one of the comments we received on a YouTube video.

*"Not sure if you remember me because it was several years ago, but you visited my elementary school called Harloe. I'm now a Freshman in high school. I need to give you a lot of credit for how you changed me. Before I was your average run of the mill kid crazed about video games. Now I am part of a student council encouraging community service and aspiring to become a law enforcement ranger of the national park service. It wasn't all you that turned me out to be like this, but you certainly hit the on switch. I have major respect for your work and hope you can spread this knowledge to students everywhere!"*

The Cook, YouTube User

**Student Testimonial:**

[Click here](#) to watch a 2<sup>nd</sup> grade "Principal of the Day" from Indio visiting and thanking City Council members for bringing our show to her school.

**Virtual Performance Pricing:**

- Whole School Assemblies are \$850 per school.
- Classroom Presentations are \$275 per class.
- *This pricing covers all costs related to booking and performing the show.*

**Custom Song Pricing:**

- Original Song Creation: \$5,000
- Original Song Enhancements:
  - Lyric Video Creation: \$2,500
  - Music Video Creation: \$10,000
- *This pricing covers all costs related to custom song & video development.*

**No Risk:**

We only charge for the performances *after* they are fully completed. So if we are unable to book the amount of schools originally agreed upon, you can then reallocate those funds to other projects. We provide booking updates throughout the year so you can plan accordingly.

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### **CalRecycle Approval Process:**

CalRecycle wants each city & county to go through the process of getting our program officially approved from their Local Jurisdiction CalRecycle regional representative.

For a complete a list of CalRecycle reps, please visit:

<https://www2.calrecycle.ca.gov/BevContainer/Grants/CityCountyContacts>

Although we have *repeatedly* been approved by CalRecycle, they do not give "blanket endorsements" and want each city to go through the process of submitting for approval.

### **CCPP Whole School Assembly:**

An overview of slides for the presentation and an explanation of each slide:

- [The EcoHero Show Overview](#)

### **CCPP Individual Classroom Presentations:**

This is a jeopardy inspired gameshow. The script and video explanations of questions are below:

- [Script](#)
- [Video Answers To Questions](#)

Our Contact Information:



- **Company:** The EcoHero Show
- **Phone:** 888-482-3885
- **Email:** [ecoheroshow@gmail.com](mailto:ecoheroshow@gmail.com)
- **Website:** <http://www.ecoheroshow.com>

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

**[If Consultant requests changes to boilerplate, forward those requests to the Authority Attorney’s office; changes to the boilerplate go in Exhibit “B”]**

**NOT APPLICABLE**

## **EXHIBIT “C”**

### **SCHEDULE OF COMPENSATION**

#### **EcoHero Offerings:**

- *In-Person Whole School Assembly*: \$1050 per school (includes up to two shows)
- *Live-Streaming Whole School Assembly*: \$850 per school (recording available for viewing two weeks after presentation)
- *Live-Streaming Classroom Presentation*: \$275 per classroom (recording available for viewing two weeks after presentation)

**EXHIBIT “D-1”**

**SCHEDULE**

**NOT APPLICABLE**



## Report to the Board of Directors

**Date:** June 17, 2021  
**From:** Mandy Brooks, Resource Recovery Manager  
**Title:** Food Waste Recycling Award Program

### ITEM NO. 11

N/A

Finance and Administration Manager/  
Controller/Treasurer

N/A

General Manager/CAO

N/A

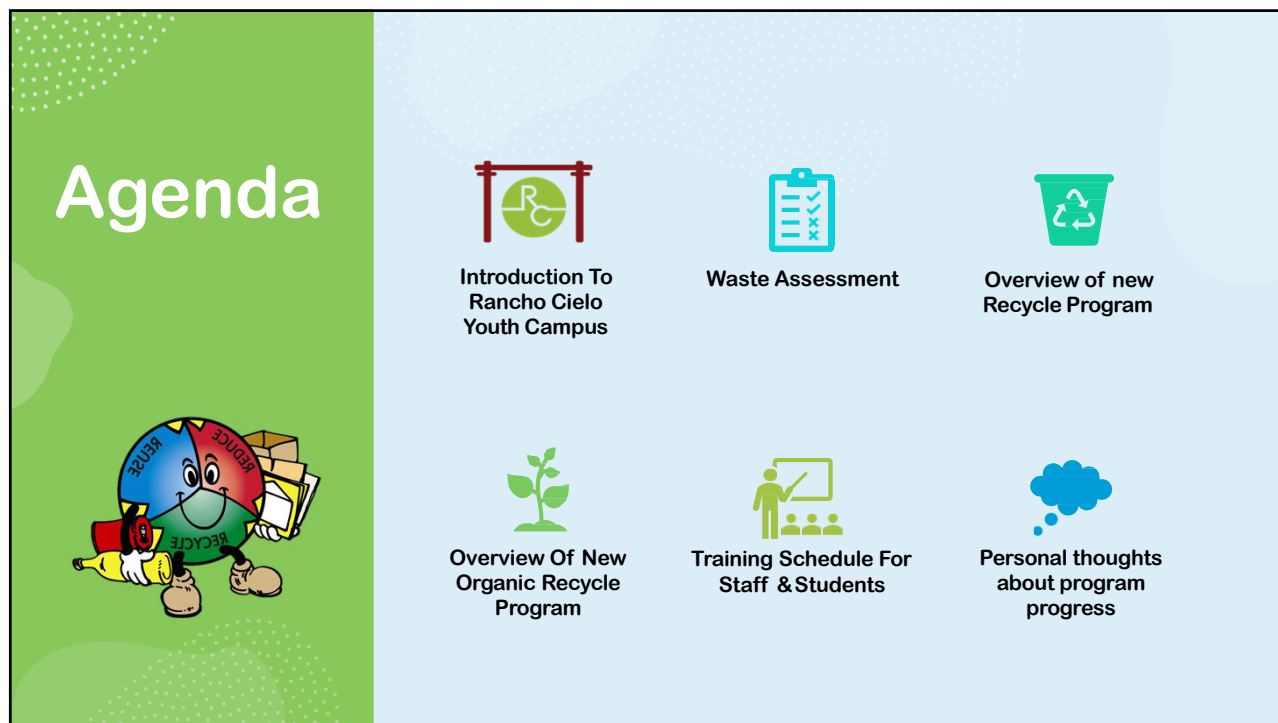
Authority General Counsel

**THE ATTACHED PRESENTATION WILL BE  
PRESENTED AT THE MEETING**





1



2



3

**What We Do:**

Rancho Cielo invests in young people who bring gifts, challenges and potential, by providing an environment to allow them to achieve success.

- Diploma education and college readiness;
- Vocational training with industry professionals;
- Life skills and job readiness;
- Enrichment experiences;
- Physical and emotional healing;
- A safe and secure environment in which to pursue their goals;
- Positive character and Identity development;
- Connections back to our community to become participating and productive members.

**How We Do It:**

Rancho Cielo creates an atmosphere of acceptance, safety, mutual respect and belonging that affirms each student's background and cultural heritage.

**Why We Do It:**

We believe every young person deserves the opportunity to thrive.

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# Rancho Cielo Youth Campus



## Our programs

- Silver Star (MCOE)
- Drummond Culinary Academy
- Construction Academy
- Youth Corps
- Transitional Housing
- Careers in Ag:
  - Ag Mechanical & Electrical
  - *Auto/Diesel Repair (Coming this Fall!)*
  - *Ag Futures (Fall 2022)*

Two Waste Management accounts shared campus wide with Monterey County Office of Education



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## Our students & staff are safely back on campus!



- Not all students have returned to in-person learning.
- Some have continued online-learning.
- Due to scheduling restrictions - students are only allowed up to 4hrs of in-person learning which means they are laser focused on earning credits and vocational training.

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# Waste Assessment



Before

Garbage, recycling and yard waste service level during the waste assessment:

Service	Capacity	Quantity	Pickups Per Week	Capacity per Week
Garbage	4-cubic yard	1	1 (Tuesday)	4 cubic yard
Garbage	6-cubic yard	1	1 (Tuesday)	6 cubic yard
Garbage	4-cubic yard	1	1 (Tuesday)	4 cubic yard
<b>Garbage Total</b>				<b>14 cubic yard</b>
Recycling	4-cubic yard	1	1 (Thursday)	4 cubic yard
Recycling	2-cubic yard	1	1 (Thursday)	2 cubic yard
Yard Waste	96-gallon	3	1 (Friday)	1.6 cubic yard
<b>Recycling Total</b>				<b>7.6 cubic yard</b>

After

New garbage, recycling, yard waste and food waste services:

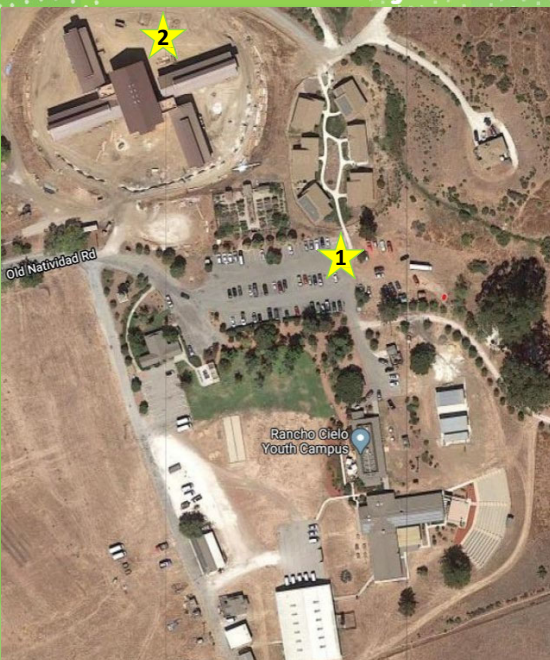
Service	Capacity	Quantity	Pickups Per Week	Capacity per Week
Garbage	4-cubic yard	1	1 (Tuesday)	4 cubic yard
Garbage	6-cubic yard	1	1 (Tuesday)	6 cubic yard
Garbage	2-cubic yard	1	1 (Tuesday)	2 cubic yard
<b>Garbage Total</b>				<b>12 cubic yard</b>
Recycling	8-cubic yard	1	1 (Thursday)	8 cubic yard
Recycling	2-cubic yard	1	1 (Thursday)	2 cubic yard
Recycling	96-gallon	6	1 (Thursday)	3.3 cubic yard
Yard Waste	96-gallon	4	1 (Friday)	2.2 cubic yard
Food Waste	64-gallon	1	1 (Friday)	.369
<b>Recycling Total</b>				<b>15.8 cubic yard</b>

Results

Increased recycle capacity  
Reduced garbage capacity  
Integrated organic waste bin

7

## Waste Service Layout



**1** Upper Parking Lot - Main pick-up site

Service	Capacity	Quantity
Garbage	4-cubic yard	1
Garbage	6-cubic yard	1
Recycling	96-gallon	6
Recycling	8-cubic yard	1
Yard Waste	96-gallon	4
Food Waste	64-gallon	1

**2** Ted Taylor Ag Vocational Center

Service	Capacity	Quantity
Garbage	2-cubic yard	1
Recycling	2-cubic yard	1

8



## Before

Discovered: unaccounted services in MCOE account

Yard Waste	Add 1 96-gallon curb-side bin	Increased by 0.6 cy for free
Recycle	Add 6 96-gallon curb-side bin Swap 4-cy bin to 8-cy bin	Increased by 3.3-cy for free
Food Waste	Add 1 64-gallon curb-side bin	+\$63.16 monthly



9



## After

- Increased recycle capacity to match MCOE/WM service.

### Effect:

- Increased recycle capacity!
- 96-gallon recycle bins can be moved for events & to accompany trash bins throughout campus



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## After

- Addition of organic waste bin
- Located close to Drummond Culinary Academy

### Effect:

- Easy to divert Friday Night Dinner leftovers

11

## Before

### Ted Taylor Ag Vocational Center

- High trash capacity with low trash production.

Garbage	Swap 4-cy bin for 2-cy bin	Price reduction of \$296.64
---------	----------------------------	-----------------------------



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## After

### Reduced trash capacity

- Implementing organic diversion to reduce solid waste production
- Garbage bin capacity reduction

### Effect:

- Monthly fee reduction
- Nearly \$3,000 saved per year



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## Organic Waste Program



AB 1826

### Mandatory Organics Recycling

- Businesses and public entities must divert organic waste if they generate 2 cubic yards or more of commercial waste per week.



SB 1383

### Short-Lived Climate Pollutants

- Businesses and public entities must arrange for organic waste recycling services and provide collection containers.

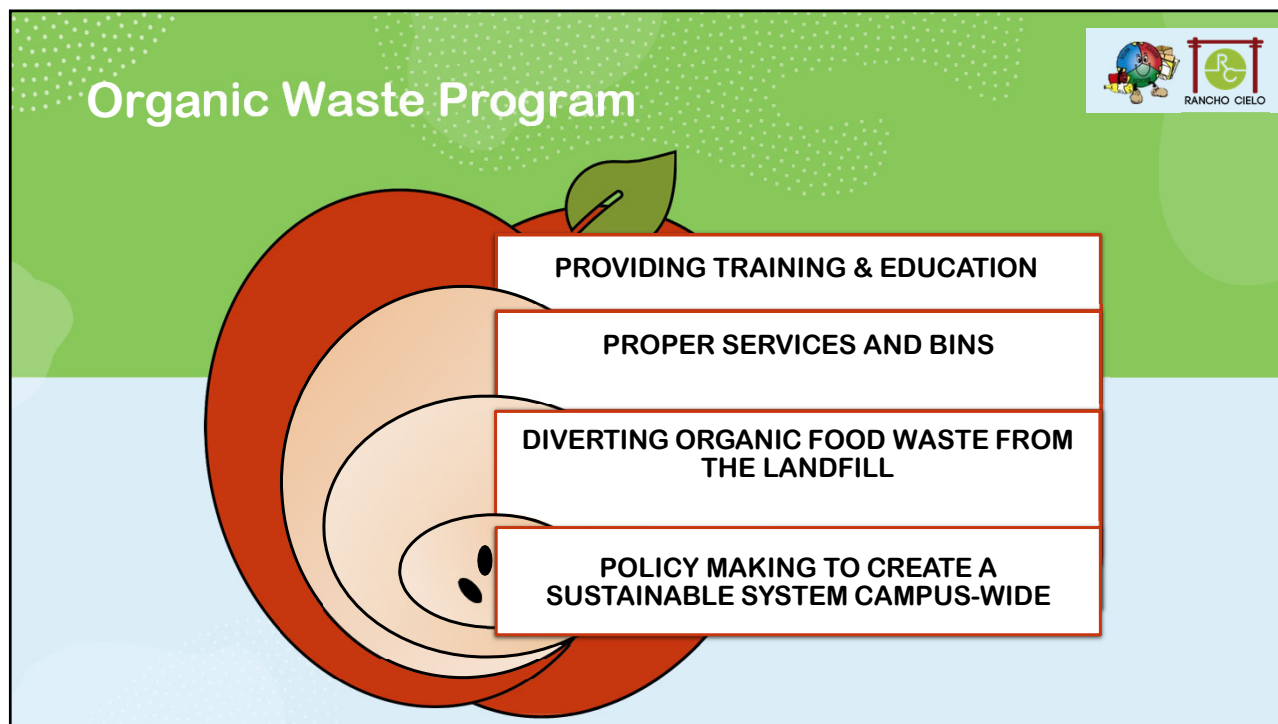


AB 827

### Short-Lived Climate Pollutants

- Businesses must provide customers with recycling and/or organics recycling collection containers to collect recyclable material generated from products purchased on the premise.

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15

# Organic Waste Program

This slide provides detailed information about the Organic Waste Program. It includes a list of program components, a detailed breakdown of the Culinary Program, and a photograph of a chef in a kitchen. The 'RANCHO CIELO' logo is in the top right corner.

**POLICY MAKING TO CREATE A SUSTAINABLE SYSTEM CAMPUS-WIDE**

**Culinary Program**

- Organic waste is diverted from food production & dine-in guests.
- Leftovers are always offered to students and their families

**Food Distribution**

- Leftovers are offered to students & staff.

**Garden**

- Leftover fruits & veggies are offered to students, staff, & to food pantries such as Dorothy's Kitchen.

**Keeping in mind future opportunities**

16










“ Food is too valuable to be wasted and the mission for each chef is not to have leftovers. ”

- Estevan Jimenez, *Drummond Culinary Academy Executive Chef*

17



# Applying Organic Waste Diversion






Main Office



Culinary Academy Kitchen



TTVC Student Lounge



TTVC Student Lounge

18



# Recycling Program



## AB 341 Mandatory Recycling Law

- Businesses and public entities that generate 4 cubic-yards or more of solid waste per week are required to recycle.



## AB 827 Short-Lived Climate Pollutants


- Businesses must provide customers with recycling and/or organics recycling collection containers to collect recyclable material generated from products purchased on the premise.



RANCHO CIELO



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# Recycling Program



**Education & Communication** are the key to improvement!

Recycle	Add 1 96-gallon curb-side bin
Garbage	Add 6 96-gallon curb-side bin Swap 4-cy bin for 8-cy bin



RANCHO CIELO

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# Training

{

Staff

- Annual training
- Refreshers when needed
- Report contaminations
- Celebrate staff & programs working hard to meet the new requirements

{

Student & Resident

- Training at least once per year
- Recognition of students & programs working diligently to meet the new requirements
- Residents & Advisors (as needed)


{

Signage

- Added to all classrooms and shared common areas




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## Personal thoughts about program progress

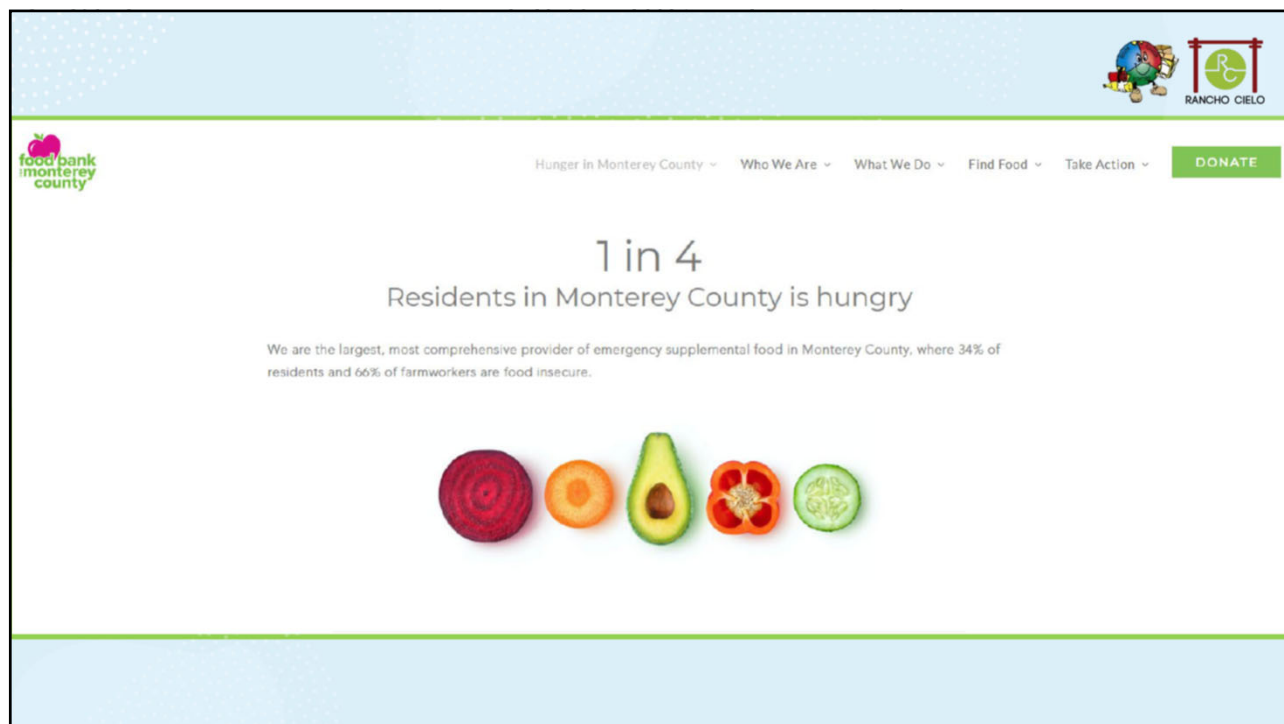
### Learning Experience

- How new laws affect us SB 1383
  - 2020 - 50% reduction in landfilled organic waste
  - 2022 - regulations take effect
  - 2025 - 75% reduction in landfilled organic waste
  - 2025 - 20% of currently disposed edible food for humans
- The actions that Rancho Cielo takes to teach and promote multiple recycling programs is a large campus-wide effort.

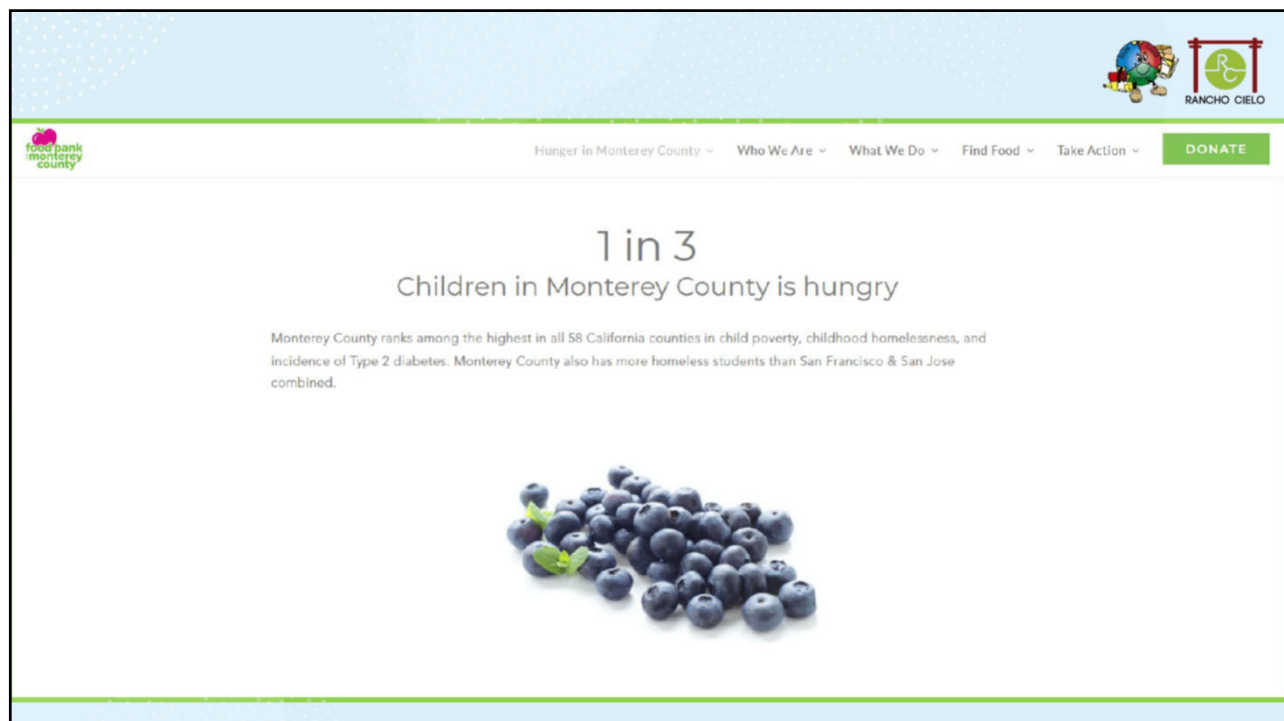
### Teaching Experience

- Providing a method of delivery that is not only teaching the new law requirements but also presenting proactive actions for social issues.
  - Teaching the value of food by directly connecting food insecurity within Monterey County and how that might affect their peers and our community

22











23



24












# 400%

## Increase in food demand since the pandemic began

Demand for food has quadrupled since the Covid-19 pandemic began. We are serving roughly 60,000 families & 240,000 individuals monthly. To safely accommodate the need, we set up dozens of countywide, drive-thru distribution sites. Given uncertain economic and public health forecasts, we anticipate this high level of demand will continue through 2021.






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# > 5

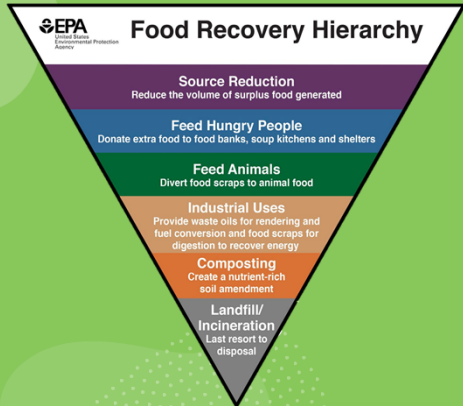
## Million pounds of produce is rescued yearly

Our AIB certified facility is a 'distribution & education' center with cold-storage capabilities and a growing fleet of trucks. This allows us to work with local Ag companies & grocers to safely store and distribute nutritious, fresh produce that would otherwise end up in a landfill rather than helping people in need.

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## Personal thoughts about program progress



### Focus on the students

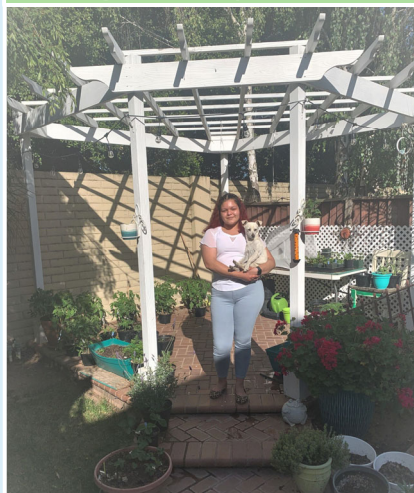
- There were many programs and adaptations that were brainstormed during the process of the award program.
- Within our new policy we have left space for growth and opportunities.
  - If funding and staffing allows, Rancho Cielo is open to collaborations and enhancement of our recycle programs.
- Rancho Cielo has a focused effort to assist our students and their families **first**.
  - 100% of our student population is considered low-income, many suffer from food insecurity.
  - Redirecting leftovers and food to our students and their families is our priority.



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## Personal thoughts about program progress

Taught me to make changes in my own life.



LET'S  
**FIGHT  
FOOD  
WASTE**



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# Thank you!



## ♣ Salinas Valley Solid Waste Authority

- ♣ Estela Gutierrez, Darlene Ruiz, Janna Faulk, and to the Board of Directors.

## ♣ Rancho Cielo Staff & Students

- ♣ Thank you all for adapting to the changes that were implemented. Great communication and participation campus wide!

♣ Without award programs or grants for non-profits & the community, the lack of funding would make it difficult to adapt to these changes. We appreciate the creation of this award program & similar programs.



## Report to the Board of Directors

**Date:** June 17, 2021  
**From:** Darlene Ruiz, Resource Recovery Technician  
**Title:** School Outreach: A Look Forward

### ITEM NO. 12

N/A

Finance and Administration Manager/  
Controller/Treasurer

N/A

General Manager/CAO

N/A

Authority General Counsel

**THE ATTACHED PRESENTATION WILL BE  
PRESENTED AT THE MEETING**



Salinas Valley Recycles

# School Outreach:

## A look forward

June 2021

1

## School Programs

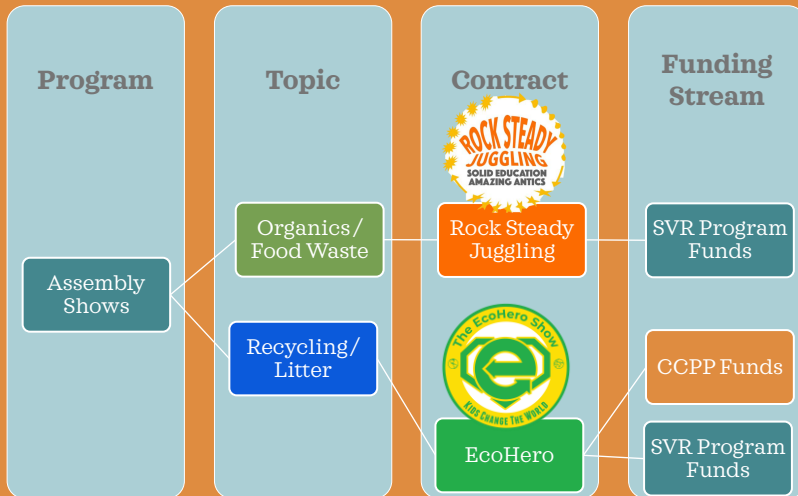
- Assembly Shows
- SVR Education & Outreach
  - Virtual Tours
  - Virtual Presentations
  - In person Presentations
- Wally Waste-Not Award
- Zero Waste Programs
- Coming Soon
  - School Board Outreach
  - Back to School Basics tutorials



2



# 2021-2022 School Year Assembly Show Proposal



5

## Rock Steady Juggling Clients



6

# The EcoHero Show

- Sponsored by more than **110** cities/counties in CA.
- Worked in 58 jurisdictions in 20-21 including:
  - Central Contra Costa
  - Stop Waste Alameda County
  - Waste Management Monterey County Unincorporated
  - Siskiyou County
  - Oakley
  - Vallejo
  - Modesto
  - Livermore
  - Daly City
  - San Joaquin County



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## OVERVIEW

Whether you want to create, reinforce or celebrate an eco-culture, The EcoHero Show is the live stream show for your school. Like thousands of others around the world, your students and teachers will have fun while learning how to take care of the planet.

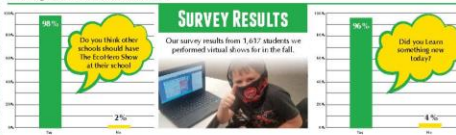
The 40-minute show is an interactive concert where we introduce environmental topics, tell stories, and engage students with trivia. All throughout the show, students learn songs and follow dances to music videos by rap superhero, Mr. Eco!

### OUR IMPACT:

- 200+ VIRTUAL SHOWS**  
Performed at 1,400+ schools in 5 countries. 200+ virtual shows since April 2020
- 500,000+ STUDENTS**  
Performed for 500,000+ students
- 2.5 MILLION VIEWS**  
Join 19,000+ other subscribers on our YouTube channel

### NO COST TO YOUR SCHOOL!

Our show is being sponsored by your city or county, so it won't cost the school anything to participate! Act now because there are a limited number of schools in your city/county we can perform for and we are reaching out to all schools in the area.



### SAFE + EASY TO STREAM:

We are exclusively a live streaming show. Students can watch in:

- ☒ At Home
- ☒ Classrooms
- ☒ Mix



### FOLLOW UP LESSON PLANS + CONTENT

We have follow up curriculum teachers can use in class. Students can listen to our songs and watch all of our music videos after the show to learn the lyrics and have the messages stick with them for life.



### VIEW VIDEOS ON OUR WEBSITE!

[www.EcoHeroShow.com](http://www.EcoHeroShow.com)

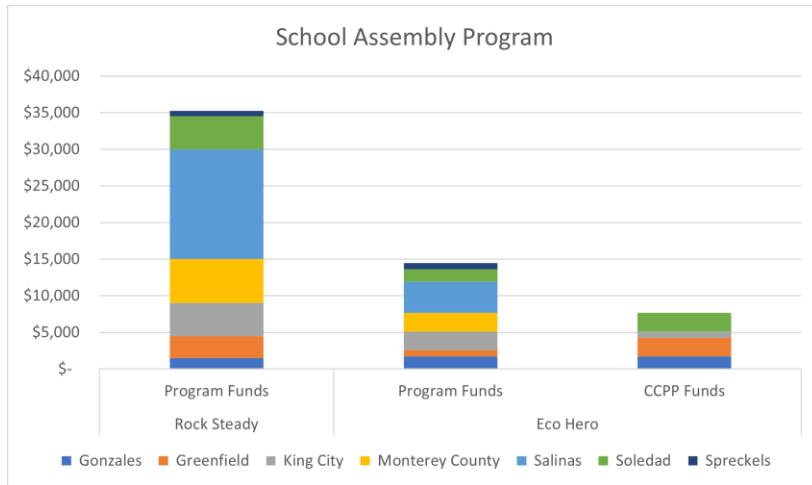
Email: [ecoheroshow@gmail.com](mailto:ecoheroshow@gmail.com)

Phone: 888-482-3885 ext 1

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## Cost Breakdown/ Vendor Split ~ Estimate ~



9

## SVR Outreach



10

## School Services



**Recycling and/or Composting Presentations** (classroom or afterschool programs, also available for school parents/adults)

**School Tours of Facilities** (MST transportation sponsorship possible)

**Wally Waste-Not Award Program** (specifics may change for 21-22)

**Waste Audit/Assessments**

**Free indoor recycling bins and setup** for classrooms, offices, cubicle, workrooms, and common rooms

**Compost and /or Worm Bin Donations** for School Gardens (and setup)

**Free compost collection bins** for the cafeteria and/ or kitchen pails to divert food scraps

**Educational material** (free recycling posters, recycling guides, hazardous waste guide, and flyers)

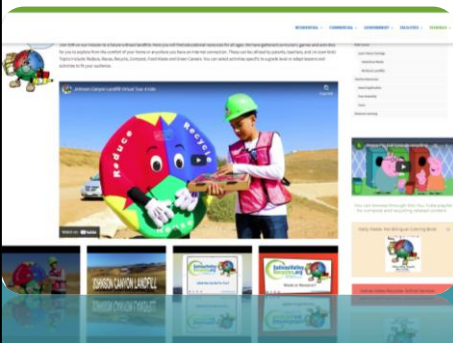
**Carts** for custodians to separate recyclables and trash during cleaning

**Donation** of materials to school garden (pallets for fence, tire for art, wood for raised beds, containers for planters, etc.)

**Donation** of material as requested (reusable bags & water bottles)

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## Virtual Projects



- School Presentations
- Landfill tour - General Public
- Landfill tour - Students
- Sun Street TS Tour
- Janitorial training video
- Mini course education series
  - What does SVR do?
  - Waste vs. resource
  - Recycle Right
  - Compost & critters (part 1 & 2)
  - Careers in the Waste Industry
- Compost Workshops
  - Backyard
  - Vermicompost



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## Looking ahead

- Meet with School administrators to discuss laws and upcoming changes
- Continue to Enhance/implement recycling
- Resume in-person waste assessments
- Student & staff trainings/ presentations
- Implement separate food waste collection
- Wally Waste Not Award Program
- School Tours
- Video projects
  - Why transition to Zero Waste
  - How to sort properly at school
  - Edible food recovery at schools
  - Kids composting video training



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## Questions?



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## Report to the Board of Directors

**Date:** June 17, 2021

**From:** Ray Hendricks, Finance and Administration Manager

**Title:** Sustainable Financing and Rate Setting

### ITEM NO. 13

N/A

Finance and Administration Manager/  
Controller/Treasurer

N/A

General Manager/CAO

N/A

Authority General Counsel

**THE ATTACHED PRESENTATION WILL BE  
PRESENTED AT THE MEETING**



# SALINAS VALLEY SOLID WASTE AUTHORITY

## Sustainable Financing and Rate Setting

June 17, 2021



1

## Debt Refinance

Fiscal Year	Original Debt Service			Refinanced Debt Service			Savings
	Bond 2002	IPA	Total	Bond 2014A	Bond 2014B	Total	
2014-15	2,752,203	385,097	3,137,300	1,487,418	433,458	1,920,876	1,216,425
2015-16	2,754,344	385,097	3,139,441	1,475,125	433,523	1,908,648	1,230,793
2016-17	2,752,828	385,097	3,137,925	1,475,125	432,695	1,907,820	1,230,105
2017-18	2,752,516	385,097	3,137,613	1,616,500	434,771	2,051,271	1,086,341
2018-19	2,753,125	385,097	3,138,222	2,701,250	434,728	3,135,978	2,244
2019-20	2,753,103	385,097	3,138,200	2,701,375	432,640	3,134,015	4,186
2020-21	2,752,638	385,097	3,137,735	2,703,125	433,574	3,136,699	1,035
2021-22	2,753,200	385,097	3,138,297	2,701,375	432,581	3,133,956	4,341
2022-23	2,754,534	385,097	3,139,632	2,701,000	434,730	3,135,730	3,901
2023-24	2,755,281	385,097	3,140,378	2,706,625	430,166	3,136,791	3,587
2024-25	2,755,125	385,097	3,140,222	3,137,000	-	3,137,000	3,222
2025-26	2,749,981	385,097	3,135,078	3,130,838	-	3,130,838	4,241
2026-27	2,749,588	385,097	3,134,685	3,132,688	-	3,132,688	1,997
2027-28	2,753,419	192,549	2,945,967	2,942,613	-	2,942,613	3,355
2028-29	2,751,213	-	2,751,213	2,750,975	-	2,750,975	238
2029-30	2,752,706	-	2,752,706	2,752,550	-	2,752,550	156
2030-31	2,752,506	-	2,752,506	2,751,838	-	2,751,838	669
2031-32	2,750,350	-	2,750,350	2,748,563	-	2,748,563	1,788
	<u>49,548,659</u>	<u>5,198,811</u>	<u>54,747,471</u>	<u>45,615,980</u>	<u>4,332,867</u>	<u>49,948,847</u>	<u>4,798,624</u>

2

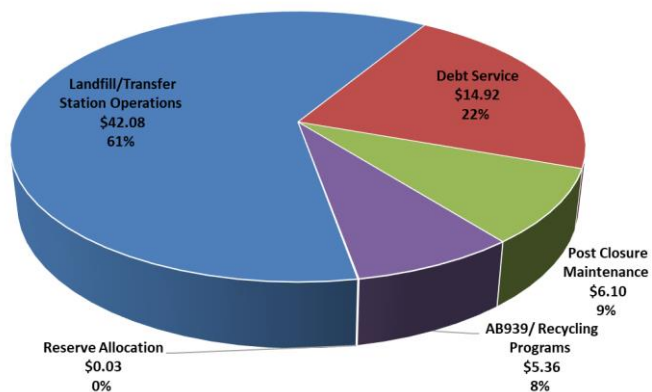
## Rate Setting

- AB939 Fees
  - Implemented FY 2013/14
  - Flat annual revenue for non-landfill dependent diversion programs
  - Annual Increases until fully funded

3

## Rate Setting

Solid Waste Tipping Fees



4

## Rate Setting

- Review of Actual Cost of Service
  - Transportation Surcharge
  - Diversion Programs
    - Organics
    - Construction and Demolition
- Includes Cost of Capital/Overheard
- Level CIP funding when possible

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## Rate Setting

- Phased in Organics Rates
  - Increases phased in over several years

	Mixed Organics	Wood Waste
FY 2018-19	38.25	36.25
FY 2019-20	43.00	39.00
FY 2020-21 (deferred)	48.00	42.00
FY 2021-22	50.00	48.00

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## 5 Year Capital Plan

Description	2021-22 Budget	2022-23 Estimate	2023-24 Estimate	2024-25 Estimate	2025-26 Estimate
Post-Closure	1,070,000	1,070,000	1,070,000	1,070,000	1,070,000
New Cell Construction	1,050,000	1,050,000	1,050,000	1,050,000	1,050,000
Equipment Purchase/Replacement	1,120,000	1,170,000	1,220,000	1,280,000	1,340,000
Organics Equipment Replacement Program	250,000	260,000	270,000	280,000	290,000
Road Improvement	100,000	100,000	100,000	100,000	100,000
JC Landfill Improvements	150,000	150,000	150,000	150,000	150,000
Transfer Station Improvements	25,000	25,000	25,000	25,000	25,000
Concrete Grinding Set Aside	25,000	25,000	25,000	25,000	25,000
<b>Total CIP's and Set Asides Funded From Operations</b>	<b>3,790,000</b>	<b>3,850,000</b>	<b>3,910,000</b>	<b>3,980,000</b>	<b>4,050,000</b>

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## Post Employment Benefits

- Joined the CERBT Fund - Strategy 3
  - CERBT Deposits since 9-13-2017: \$871,700
  - Balance at 06-08-2021: \$1,083,965
- Higher Discount Rate
  - 4.0% vs 5.5%

at June 30,	Total Liability	Plan Asset*	Net Liability
2017	635,469		635,469
2018	780,000	-	780,000
2019	905,849	447,228	458,621
2020	919,724	621,935	297,789

\* Deposits show up in plan assets the year after they are made

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## Discount Rate

	4.0%	5.5%	6.0%	7.0%
2021	702,587	617,629	591,898	543,934
2022	730,690	651,599	627,412	582,009
2023	759,918	687,437	665,057	622,750
2024	790,315	725,246	704,961	666,342
2025	821,927	765,134	747,258	712,986
2026	854,804	807,217	792,094	762,895
2027	888,996	851,614	839,619	816,298
2028	924,556	898,452	889,996	873,439
2029	961,538	947,867	943,396	934,579
2030	1,000,000	1,000,000	1,000,000	1,000,000

For illustration purposes only – not actual SVSWA numbers

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## Retirement Benefits

- Unfunded Actuarial Liability (UAL)

- Paid off in 2018

	Schedule			Actual
	Interest	UAL Amount	Discount Rate	Returns
6/30/2017	1,183,026	1,050,794	7.25%	11.2%
6/30/2018	231,170	261,680	7.00%	8.6%
6/30/2019	89,528	75,910	7.00%	6.7%
*6/30/2020	-	-	7.00%	4.7%
	1,503,724	1,388,384		

\* Actuarial for 06/30/2020 is expected by 10/31/2021

- Joined the CEPPT Fund

- First Deposit on 01-15-2021: \$179,144
    - Balance at 06-08-2021: \$182,710

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## Report to the Board of Directors

### ITEM NO. 14

n/a

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** June 17, 2021

**From:** R. Patrick Mathews, General Manager/CAO

**Title:** Future Board Meeting Protocols

### RECOMMENDATION

The Executive Committee and staff recommend the Board discuss options for transitioning to in-person Board and Executive Committee meetings and provide direction on its preferences for the August Board and Executive Committee meetings.

### FISCAL IMPACT

Only minimal expense projected to install a permanent technology platform for continuation of remote public participation.

### DISCUSSION & ANALYSIS

Staff and the Executive Committee discussed options and timing for starting the transition back to in-person Board and Committee meetings at the June 3, 2021 Executive Committee meeting. Consensus was that the Authority is at a point with the advancement of COVID vaccinations and easing of health and operating restrictions by the State that we should begin transition planning.

As a preface to the discussion, staff recommends maintaining the public remote access format even after all COVID restrictions are lifted. Current legislation being considered in Sacramento, AB 339, would require Cities and Counties with populations in excess of 250,000 to provide remote electronic access for continuing public participation in public meetings. As the Authority serves a population in excess of 265,000, we feel that continuing to make our meetings accessible via remote platform for the public is a benefit to the community and should remain in place.

We have identified three general types of future Board/Committee meeting formats for consideration:

**OPTION 1** Return to regular in-person Board/Committee meetings, limit public access to Board meeting space based on most current guidance and meeting facility limitations, and maintain remote public access platform for meeting participation.

**OPTION 2** Move to hybrid Board/Committee meetings, Board members may elect to participate in-person or participate remotely, limit public access to Board meeting space based on most current guidance and meeting facility limitations, and maintain remote public access platform for meeting participation.

OPTION 3      Remain on the existing all remote meeting platform until such time as existing Brown Act exemptions are lifted by the State, then consider above options based on most current regulation and guidance.

## **BACKGROUND**

COVID era rules, regulations and guidance have resulted in most government agencies moving to some form of hybrid or fully remote meeting platform. With the pandemic waning and normal operations returning, agencies across the country are beginning to plan for return to normal or “new” normal operations, including public meeting structure.

## **ATTACHMENTS**

None

## SVR Agenda Item - View Ahead 2021

	Jul	Aug	Sep	Oct	Nov	Dec
A					Proclamations	
1	MEETINGS RECESS	Minutes	Minutes	Minutes	Minutes	Minutes
2		May Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	<i>GM Evaluation (EC)</i>
4		June 30 Cash & Investments Report (EC)	New FY Grants & CIP Budget (EC)	September 30 Cash & Investments Report	3rd Qtr. Tonnage & Diversion Report	<i>Real Property Negotiations (EC)</i>
5		Member Agencies Activities Report	<b>Annual Franchise Haulers Performance Report</b>	BD/EC Meetings Schedule	Fund Balance Reserves (EC)	
6		2nd Qtr. Tonnage & Diversion Report	<b>Recycling Recognition</b>	Audit Report Previous FY (EC)	<b>Recycling Recognition</b>	
7		Update on Sun St. Transfer Station Relocation Project & the City of Salinas Notice of Withdrawal (EC)	<b>2020-2010 SVR Annual Report</b>	Update on Sun St. Transfer Station Relocation Project & the City of Salinas Notice of Withdrawal (EC)	New Officers Nominating Committee	
8		<b>Employee of the Year Recognition</b>	<b>Social Media Campaign</b>	<i>GM Evaluation (EC)</i>	Update on Sun St. Transfer Station Relocation Project & the City of Salinas Notice of Withdrawal (EC)	
9		<b>Annual Tonnage &amp; Diversion Performance Report</b>	Update on Sun St. Transfer Station Relocation Project & the City of Salinas Notice of Withdrawal (EC)	<i>Real Property Negotiations</i>	<i>GM Evaluation (EC)</i>	
10		<i>Real Property Negotiations (EC)</i>	<i>Real Property Negotiations</i>			
11						
12						
13						
14						
15						

Consent

Presentation

Consideration

Closed Session

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

(EC) Executive Committee

(sp) Strategic Plan Item