

# **BOARD OF DIRECTORS**

AGENDA

Regular Meeting

June 16, 2022 | 6:00 p.m.

Gonzales City Council Chambers 117 Fourth Street, Gonzales, California

# ZOOM Meeting ID No. 895 8075 5052

Passcode: 381610

# **Meeting Information**

This meeting will be conducted in hybrid in-person/virtual format. While the chamber will be open to maintain appropriate social distance, space is limited. For details on how to observe the meeting or participate virtually read the 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 Strobridge Greenfield: Robert White King City: Darlene Acosta

# TRANSLATION SERVICES AND OTHER MEETING ANNOUNCEMENTS

Translation Services in Spanish will only be available by logging in to Zoom.

Meeting ID: 895 8075 5052 | Passcode: 381610

# APPROVAL OF AGENDA

# **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 19, 2022 Meeting
- 2. April 2022 Claims and Financial Reports
- 3. Member and Interagency Activities Report for May 2022
- 4. <u>A Resolution Approving Supplemental Appropriation of \$21,393 for CalRecycle's Beverage</u>

  Container Recycling City/County Payment Program 2021-22
- A Resolution Approving and Adjustment to the Operating Budget for Fiscal Year 2022-23
- 6. <u>A. A Resolution Approving Annual Expenditures in an Amount of \$125,000 with Full Steam Staffing For Staffing Support Services for Fiscal Year 2022-23</u>
  - B. A Resolution Approving Annual Expenditures in an Amount of \$150,000 with Ritchie's Trucking for Staffing Support Services for Fiscal Year 2022-23

- C. A Resolution Approving Annual Expenditures in an Amount of \$100,000 with Valerio's Welding for Equipment Maintenance Services for Fiscal Year 2022-23
- D. A Resolution Approving Annual Expenditures in an Amount of \$60,000 with EC Tire for Equipment Maintenance Services for Fiscal Year 2022-23
- E. <u>A Resolution Approving Annual Expenditures in an Amount of \$60,000 with Rossi Tire for</u> Equipment Maintenance Services for Fiscal Year 2022-23
- F. A Resolution Approving Annual Expenditures in an Amount of \$60,000 with Cutting Edge Supply for Equipment Maintenance Services for Fiscal Year 2022-23
- G. A Resolution Approving Annual Expenditures in an Amount of \$50,000 with Green Rubber-Kennedy Ag to Supply Facility Maintenance Parts and Services for Fiscal Year 2022-23
- H. A Resolution Approving Annual Expenditures in an Amount of \$375,000 with Quinn Caterpillar of Salinas to Supply Equipment Maintenance parts and Services for Fiscal Year 2022-23
- I. A Resolution Approving Annual Expenditures in an Amount of \$200,000 with Golden State

  <u>Truck and Trailer Repair to Supply Equipment Maintenance Parts and Services for Fiscal Year</u>

  2022-23
- J. A Resolution Approving Annual Expenditures in an Amount of \$800,000 with SC Fuels to Supply Equipment Maintenance Supplies and Services for Fiscal Year 2022-23
- 7. <u>A Resolution Approving Amendment No. 2 Authorizing a Two-Year Extension to the Professional Services Agreement with Geo-Logic Associates to Provide Groundwater Monitoring Services in an Amount of \$232,671</u>
- 8. <u>A Resolution Approving Amendment No. 1 Authorizing a Two-Year Extension to the Professional Service Agreement with Social Vocational Services Inc. for materials Processing and litter Abatement at the Johnson Canyon Landfill</u>
- 9. <u>A Resolution Approving Amendment No. 1 Authorizing a Two-Year Extension to the Professional Service Agreement with Hope Services Inc. for materials Processing and Litter Abatement at the Sun Street Transfer Station or the Johnson Canyon Landfill</u>
- 10. <u>A Resolution Approving Amendment No. 1 of the Professional Services Agreement with SGA Marketing for Media Marketing Services in an Amount of \$100,000</u>
- 11. <u>A Resolution Approving Amendment No. 1 Authorizing an Extension to the Professional</u>
  Service Agreement with Vision Engineering for Construction Quality Assurance Services
- 12. <u>A Resolution Approving Supplemental Appropriation of \$332,235 for CalRecycle's SB 1383</u>
  <u>Local Assistance Grant Program 2021-22</u>
- 13. A Resolution Making Findings Related to the Continued Existence of a State of Emergency

  Due to Covid-19 and Re-Authorizing the Conduct of public Meetings of the Legislative Bodies
  of the Authority Via Remote Teleconferencing for a 30-Day period Pursuant to the Ralph M.

  Brown Act as Amended by Assembly Bill No. 361
- 14. <u>A Resolution Approving a Professional Services Agreement with Blue Strike Environmental for SB 1383 Organic Waste Sampling Services in an Amount of \$20,000</u>
- 15. A Resolution Declaring Surplus property and Authorizing the General Manager/CAO to Dispose of Property
- 16. Update on the Sun Street Transfer Station Relocation Project

# <u>PRESENTATION</u>

- 17. ORGANICS TECHNOLOGY FEASIBILITY STUDY
  - A. Receive Report from Patrick Mathews, General Manager

- B. Board Discussion
- C. Public Comment
- D. Recommended Action None; Informational Only

# 18. EDIBLE FOOD RECOVERY GRANT FUNDING AWARDS

- A. Receive Report from Mandy Brooks, Resource Recovery Manager
- B. Board Discussion
- C. Public Comment
- D. Recommended Action None; Informational Only

# 19. LANDFILL'S 101 INFORMATION

- A. Receive Report from Management Team
- B. Board Discussion
- C. Public Comment
- D. Recommended Action None; Informational Only

## **FUTURE AGENDA ITEMS**

# 20. AGENDA ITEMS - VIEW AHEAD SCHEDULE

### **CLOSED SESSION**

Receive public comment from audience before entering into closed session:

21. Pursuant to Government Code Section 54957.6 to provide instruction to General Manager/CAO Patrick Mathews, General Counsel Roy C. Santos, and Labor Counsel Colin J. Tanner, to negotiate salaries and benefits of Non-management Administration unit, Operating Engineers Local Union No. 3, AFL-CIO, and at-will Management Employees.

### **RECONVENE**

# **ADJOURNMENT**

### **Meeting Information**

In accordance with AB361 and State, County, and local recommendations on protocols to contain the spread of COVID-19, the Board meeting will be conducted in hybrid in-person/virtual format. While the chamber will be open, to maintain appropriate social distance, space will be limited.

To observe the meeting, go to our YouTube channel at <a href="https://www.youtube.com/user/svswa831">https://www.youtube.com/user/svswa831</a>.

**To participate virtually** during the meeting and make a general comment or comments on a specific agenda item as an item is being heard, join the meeting thru Zoom using the link below. Join with computer audio at:

https://us02web.zoom.us/j/89580755052?pwd=VG5ZTmU1VGphQU5zaGJqUURDSzF1dz09. When ready to make a public comment, click the Raise Hand icon.

To participate by telephone dial any of the numbers listed below and enter 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 Meeting ID: 895 8075 5052 #	<del>!</del>	Passcode: 3816	10
To Raise your Hand press *9		To <b>Mute</b> and <b>U</b>	nmute yourself press *6

Public comments may also be submitted via e-mail to the Clerk of the Board at <a href="mailto:comment@svswa.org">comment@svswa.org</a>. Comment must be received <a href="mailto:by 4 p.m. on Thursday">by 4 p.m. on Thursday</a>, June 16, 2022 and 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 4 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).

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 10, 2022. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, Thursday, August 18, 2022 Staff reports for the Authority Board meetings are available for review at: ▶ Salinas Valley Solid Waste Authority: 128 Sun Street, Ste. 101, Salinas, CA 93901, Phone 831-775-3000 ▶ Web Site: www.salinasvalleyrecycles.org. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. Se proporcionará interpretación a español.

# MINUTES OF THE SALINAS VALLEY SOLID WASTE AUTHORITY BOARD MEETING MAY 19, 2022

This meeting was conducted in hybrid in-person/virtual format in accordance with AB 361. In-person location, 117 Fourth Street, Gonzales, CA 93926 | Virtual participation via Zoom.

# **CALL TO ORDER**

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

# **PLEDGE OF ALLEGIANCE**

The flag salute was recited.

# **ROLL CALL**

### **Board Directors**

General Manager/CAO

R. Santos by E.T.

Authority General Counsel
Approval

County of Monterey	John M. Phillips (Logged in at 6:04)	Virtual <sup>Ap</sup>
County of Monterey	Chris Lopez, President	In-Person
City of Salinas	Christie Cromeenes, Vice President	In-Person
City of Salinas	Kimbley Craig	In-Person
City of Salinas	Anthony Rocha	In-Person
City of Gonzales	Elizabeth Silva (Arrived at 6:08)	In-Person
City of Soledad	Ben Jimenez, Jr.	Virtual
City of Greenfield	Andrew Tipton, Alt. Vice President	In-Person
City of King	Robert Cullen	Virtual

# **Staff Member Present**

Patrick Mathews, General Manager/CAO	In-Person
Cesar Zuñiga, Asst. GM/Operations Manager	In-Person
Ray Hendricks, Finance and Administration Manager	In-Person
Mandy Brooks, Resource Recovery Manager	Virtual
Brian Kennedy, Engineering and Environmental Compliance Manager	Virtual
Roy C. Santos, General Counsel	Virtual
Adrianna Escobar, Administrative Assistant	In-Person
Erika J. Trujillo, Clerk of the Board	In-Person

## MEETING ANNOUNCEMENTS

(6:03) President Lopez announced the availability of translation services in Spanish via Zoom.

# **GENERAL MANAGER COMMENTS**

(6:04) General Manager/CAO Mathews commented on the status of the acquisition of the Administrative Building and the COVID-19 impacts within the Agency.

### **DEPARTMENT MANAGER COMMENTS**

(6:05) Resource Recovery Manager Brooks commented on an article included in the agenda packet from the Farm Bureau regarding the article submitted by the Authority related to the benefits of using compost on agricultural farms.

# **BOARD DIRECTORS' COMMENTS**

(6:06) Director Craig commented on the neighborhood cleanup on Saturday May 21 that will be located at the Northridge Mall parking lot. Director Tipton indicated that the City of Greenfield will be recognizing Paleteria y Nevería Maru at its next Council meeting.

### **PUBLIC COMMENT**

(6:07) None

A. RESOLUTION NO. 2022-19 MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING THE CONDUCT OF PUBLIC MEETINGS OF THE LEGISLATIVE BODIES OF THE AUTHORITY VIA REMOTE TELECONFERENCING FOR A 30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361

(6:08)

**Board Discussion:** None **Public Comment:** None

**Motion:** Director Cromeenes made a motion to adopt resolution no. 2022-19. Director

Tipton seconded the motion.

**Votes:** Motion carried 9,0

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

Noes: None Abstain: None Absent: None

# **CONSENT AGENDA** (6:09)

1. Minutes of the April 28, 2022 Special Meeting

2. March 2022 Claims and Financial Reports

3. Member and Interagency Activities Report for April 2022

**4.** Tonnage and Diversion Report for Quarter Ended March 31, 2022

5. Resolution No. 2022-20 Establishing the Investment Policy

**6.** Resolution No. 2022-21 Adopting the Revised Financial Polies

**Board Discussion:** None **Public Comment:** None

**Motion:** Vice President Cromeenes made a motion to approve the consent agenda

as presented. Alternate Vice Tipton seconded the motion.

**Votes:** Motion carried 9,0

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

Noes: None Abstain: None Absent: None

### CONSIDERATION

### 7. Update and Budget Direction on Sun Street Transfer Station Relocation Project

(6:10) President Lopez indicated a correction to this item was needed. The recommended action on the agenda stated to Adopt a Resolution. However, there is no resolution to be adopted under this item.

**Motion:** Director Craig made a motion to amend the agenda to reflect the

recommended action to state Provide Direction or Input. Director Silva

seconded the motion.

**Votes:** Motion carried 9,0

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

Noes: None

Abstain: None Absent: None

(6:11) General Manager/CAO Mathews indicated that due to the unforeseen permitting issues at the Madison Lane Transfer Station, the new estimated Sun St closure and relocation timeline is between the end of 2022 and the first half of 2023. He explained that with this delay, adjustments to the Authority's budget and rates for fiscal year 2022-23 that were adopted in March 2022, will be required. Adjustments will be needed for the Authority to sustain operations into and possibly through the upcoming fiscal year.

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

Public Comment: None

**Motion:** By consensus the Board requested to obtain more information by the

interested stakeholders prior to providing direction.

# **FUTURE AGENDA ITEMS**

# 8. AGENDA ITEMS - VIEW AHEAD SCHEDULE

(6:19) The Board reviewed the future agenda items.

# **CLOSED SESSION**

(6:22) President Lopez invited Public Comment related to closed session item numbered 14.

9. Pursuant to **Government Code Section 54957.6** to provide instruction to General Manager/CAO Patrick Mathews, General Counsel Roy C. Santos, and Labor Counsel Colin J. Tanner, to negotiate salaries and benefits of Non-management Administration unit, Operating Engineers Local Union No. 3, AFL-CIO, and at-will Management Employees.

### **PUBLIC COMMENT**

None

# **ADJOURNED**

(6:24) President Lopez adjourned the meeting into closed session to discuss item numbered 9.

# **RECONVENE**

(7:28) President Lopez reconvened the meeting to open session. Legal Counsel Santos indicated that there were no reportable actions taken in closed session.

# **ADJOURNED**

(7:30) President Lopez adjourned the meeting.

	APPROVED:	
		Christopher M. Lopez, President
Attest:		
Erika J. Trujillo, Clerk of the Board	<del></del>	



**Date:** June 16, 2022

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

Manager

**Title:** April 2022 Claims and Financial Reports

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

# **RECOMMENDATIONS**

The Executive Committee and Staff recommend acceptance of the April 2022 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, 2022. The following are highlights of the Authority's financial activity for the month of April.

<u>Results of Operations (Consolidated Statement of Revenues and Expenditures)</u>
For the month of April 2022, operating revenues exceeded expenditures by \$820,284.

# Revenues (Consolidated Statement of Revenues and Expenditures)

	Budget	Actual	Over/(Under)
Tipping Fees - Solid Waste	1,184,741	1,281,100	96,359
Tipping Fees - Diverted Materials	274,285	264,168	(10,117)
Total Revenue	1,959,318	1,979,558	89,199

Solid Waste revenues for April were \$96,359 or 8.1% over budgeted amounts. Diverted Material revenues for April were \$10,117 or 3.7% under budgeted amounts. April total revenue was \$89,199 or 4.6% over budgeted amounts.

	Y-T-D	Y-T-D	
_	Budget	Actual	Over/(Under)
Tipping Fees - Solid Waste	11,802,777	13,439,423	1,636,646
Tipping Fees - Diverted Materials	2,641,102	2,640,857	(245)
Total Revenue	19,138,092	20,894,424	1,756,332

Solid Waste revenues year to date as of April were \$1,636,646 or 13.9% over budgeted amounts. Diverted Material revenues year to date as of April were \$245 or 0.0% under budgeted amounts. Year to date total revenue as of April was \$1,756,332 or 9.2% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures) As of April 30, 2022 (83.3% of the fiscal year), year-to-date operating expenditures totaled \$15,779,857. This is 75.3% of the operating budget of \$20,968,000.

<u>Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)</u>
For the month of April 2022, capital project expenditures totaled \$45,250. \$16,634 was for the CH Postclosure Maintenance. \$10,539 was for the JC Module Engineering and Construction.

# Claims Checks Issued Report

The Authority's Checks Issued Report for the month of April 2022 is attached for review and acceptance. April disbursements total \$1,092,719.78 of which \$531,056.00 was paid from the payroll checking account for payroll and payroll related benefits.

Following is a list of vendors paid more than \$50,000 during the month of April 2022.

Vendor	Services	Amount
Vision Recycling	Monthly Greenwaste Processing	\$108,034.43
Southern Counties Lubricants LLC	Monthly Vehicle & Equipment Fuel	\$90,006.55
Cal. Dep. Of Tax and Fee Admin.	JanMar. Quarterly Landfill Fee	\$73,898.00

# Cash Balances

The Authority's cash position increased \$1,021,043.54 during April to \$36,814,917.73. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below. Cash for Capital Improvements and post closure funded from operations is transferred at the beginning of the year. Additionally, debt service payments are made on August 1 and February 1. While these transfers and payments leave the balance available for operations with a negative balance, it is expected that profitable operations will improve the balance to a positive amount by year end.

Restricted by	Legal Agreements:	

Johnson Canyon Closure Fund	4,950,371.06
Restricted for Pension Liabilities (115 Trust)	270,142.86
State & Federal Grants	10,299.91
BNY - Bond 2014A Payment	-
BNY - Bond 2014B Payment	=

# Funds Held in Trust:

Central Coast Media Recycling Coalition	59,306.21
Employee Unreimbursed Medical Claims	8,589.94

# <u>Committed by Board Policy:</u>

AB939 Services	999,841.44
Designated for Capital Projects Reserve	2,702,715.89
Designated for Environmental Impairment Reserve	2,272,084.68
Designated for Operating Reserve	3,078,750.00
Expansion Fund (South Valley Revenues)	8,695,076.18

# <u>Assigned for Post Closure and Capital Improvements</u>

Crazy Horse Post Closure	878,956.11
Lewis Road Post Closure	233,660.74
Jolon Road Post Closure	153,168.12
Johnson Canyon Post Closure	2,117,214.63
Capital Improvement Projects	9,814,627.22

# <u>Available for Operations:</u> 570,112.74

Total	36,814,917.73

# **ATTACHMENTS**

- 1. April 2022 Consolidated Statement of Revenues and Expenditures
- 2. April 2022 Consolidated Grant and CIP Expenditures Report
- 3. April 2022 Checks Issued Report

# Consolidated Statement of Revenues and Expenditure For Period Ending April 30, 2022

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
Revenue Summary							
Tipping Fees - Solid Waste	14,727,500	1,281,100	13,439,423	91.3 %	1,288,077	0	1,288,077
Tipping Fees - Surcharge	1,486,800	102,484	1,141,616	76.8 %	345,184	0	345,184
Tipping Fees - Diverted Materials	3,188,250	264,168	2,640,857	82.8 %	547,393	0	547,393
AB939 Service Fee	3,460,000	288,334	2,883,340	83.3 %	576,660	0	576,660
Charges for Services	141,300	5,944	151,293	107.1 %	(9,993)	0	(9,993)
Sales of Materials	245,500	37,528	378,673	154.2 %	(133,173)	0	(133,173)
Gas Royalties	290,000	0	223,768	77.2 %	66,232	0	66,232
Investment Earnings	75,000	0	35,454	47.3 %	39,546	0	39,546
Total Revenue	23,614,350	1,979,558	20,894,424	88.5 %	2,719,926	0	2,719,926
Expense Summary							
Executive Administration	582,100	42,532	409,513	70.4 %	172,587	43,990	128,597
Administrative Support	415,800	29,746	321,084	77.2 %	94,716	19,852	74,863
Human Resources Administration	263,100	19,547	186,443	70.9 %	76,657	1,051	75,605
Clerk of the Board	208,600	14,710	151,978	72.9 %	56,622	8,075	48,547
Finance Administration	814,500	45,032	575,005	70.6 %	239,495	2,017	237,478
Operations Administration	581,700	36,544	416,929	71.7 %	164,771	39	164,732
Resource Recovery	1,144,200	77,924	791,310	69.2 %	352,890	18,053	334,837
Marketing	95,830	0	6,828	7.1 %	89,002	29,642	59,360
Public Education	289,970	17,067	161,543	55.7 %	128,427	27,717	100,710
Household Hazardous Waste	682,100	37,260	441,144	64.7 %	240,956	93,074	147,881
C & D Diversion	280,500	1,492	71,949	25.7 %	208,551	84,279	124,272
Organics Diversion	2,002,000	111,765	1,168,396	58.4 %	833,604	729,476	104,129
Diversion Services	30,000	2,145	29,490	98.3 %	510	0	510
JR Transfer Station	688,000	43,001	477,423	69.4 %	210,577	28,264	182,313
JR Recycling Operations	146,500	13,066	107,297	73.2 %	39,203	13	39,190

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# Consolidated Statement of Revenues and Expenditure For Period Ending April 30, 2022

	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	1,160,100	77,464	880,414	75.9 %	279,686	57,590	222,095
SS Transfer Operations	1,474,000	86,656	1,000,413	67.9 %	473,587	196,888	276,699
SS Recycling Operations	725,900	46,640	515,302	71.0 %	210,598	46,239	164,358
JC Landfill Operations	3,719,100	263,301	2,905,052	78.1 %	814,048	160,954	653,093
JC Recycling Operations	469,300	30,710	330,166	70.4 %	139,134	3,055	136,079
Johnson Canyon ECS	513,600	29,404	310,892	60.5 %	202,708	43,955	158,753
Sun Street ECS	128,100	9,071	80,146	62.6 %	47,954	29,126	18,829
Debt Service - Interest	1,279,000	0	1,278,956	100.0 %	44	0	44
Debt Service - Principal	1,855,000	0	1,855,000	100.0 %	0	0	0
Closure/Post Closure Set-Aside	344,000	30,108	316,892	92.1 %	27,108	0	27,108
Cell Construction Set-Aside	1,075,000	94,088	990,289	92.1 %	84,711	0	84,711
Total Expense	20,968,000	1,159,274	15,779,857	75.3 %	5,188,143	1,623,350	3,564,793
Revenue Over/(Under) Expenses	2,646,350	820,284	5,114,568	193.3 %	(2,468,218)	(1,623,350)	(844,868)

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# Consolidated CIP Expenditure Report For Period Ending April 30, 2022

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
Fund 131 - Crazy Horse Post-Closure Fund							
131 9316 CH Corrective Action Program	253,000	0	0	0.0 %	253,000	0	253,000
131 9319 CH LFG System Improvements	146,500	0	0	0.0 %	146,500	0	146,500
131 9321 CH Postclosure Maintenance	763,681	16,634	284,225	37.2 %	479,456	111,903	367,553
Total Fund 131 - Crazy Horse Post-Closure	1,163,181	16,634	284,225	24.4 %	878,956	111,903	767,053
Fund 141 - Lewis Road Post-Closure Fund							
141 9402 LR LFG Well Replacement	50,000	0	0	0.0 %	50,000	0	50,000
141 9403 LR Postclosure Maintenance	330,532	5,433	146,871	44.4 %	183,661	31,646	152,015
Total Fund 141 - Lewis Road Post-Closure F	380,532	5,433	146,871	38.6 %	233,661	31,646	202,015
Fund 161 - Jolon Road Post-Closure Fund							
161 9604 JR Postclosure Maintenance	369,616	2,548	216,448	58.6 %	153,168	8,450	144,718
Total Fund 161 - Jolon Road Post-Closure F	369,616	2,548	216,448	58.6 %	153,168	8,450	144,718
Fund 180 - Expansion Fund							
180 9110 Sun Street Office Purchase	4,017,000	0	0	0.0 %	4,017,000	0	4,017,000
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
Total Fund 180 - Expansion Fund	4,480,783	0	0	0.0 %	4,480,783	0	4,480,783
Fund 211 - Grants							
211 9220 Tire Amnesty 2019-20	4,121	0	3,675	89.2 %	447	0	447
211 9228 Tire Amnesty 2021-22	77,757	0	0	0.0 %	77,757	0	77,757
211 9229 Carton Council of North America	5,000	0	5,000	100.0 %	0	0	0
211 9247 Cal Recycle - CCPP	12,559	2,625	12,540	99.9 %	19	0	19
211 9257 Cal Recycle - 2019-20 CCPP	15,910	0	15,910	100.0 %	0	0	0

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# Consolidated CIP Expenditure Report For Period Ending April 30, 2022

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
211 9258 Cal Recycle - 2020-21 CCPP	21,552	0	11,271	52.3 %	10,281	6,523	3,758
Total Fund 211 - Grants	136,899	2,625	48,396	35.4 %	88,504	6,523	81,981
Fund 216 - Reimbursement Fund							
216 9802 Autoclave Demonstration Unit	141,499	0	0	0.0 %	141,499	0	141,499
216 9804 Long Range Facility Needs EIR	180,062	0	0	0.0 %	180,062	0	180,062
Total Fund 216 - Reimbursement Fund	321,560	0	0	0.0 %	321,560	0	321,560
Fund 800 - Capital Improvement Projects Fu							
800 9104 Organics System Expansion Study	31,756	0	0	0.0 %	31,756	0	31,756
800 9105 Concrete Grinding	80,000	0	75,386	94.2 %	4,614	0	4,614
800 9107 Scale House Software Upgrade	100,000	0	0	0.0 %	100,000	0	100,000
800 9108 Emergency Generators	222,568	1,937	4,795	2.2 %	217,772	159,106	58,666
800 9109 Organics Infrastructure Upgrades	3,000,000	0	0	0.0 %	3,000,000	0	3,000,000
800 9214 Organics Program 2016-17	563,340	0	27,104	4.8 %	536,236	0	536,236
800 9222 Community-Based Social Marketing	170,000	0	104,508	61.5 %	65,492	55,392	10,100
800 9223 Outdoor Education Center	185,000	0	19,166	10.4 %	165,834	106,727	59,108
800 9501 JC LFG System Improvements	109,465	0	9,047	8.3 %	100,418	0	100,418
800 9505 JC Partial Closure	100,000	5,534	41,341	41.3 %	58,659	32,100	26,559
800 9506 JC Litter Control Barrier	70,490	0	15,865	22.5 %	54,625	0	54,625
800 9507 JC Corrective Action	260,362	0	0	0.0 %	260,362	77,048	183,314
800 9509 JC Groundwater Well	250,000	0	14,309	5.7 %	235,691	40,473	195,219
800 9526 JC Equipment Replacement	1,216,025	0	0	0.0 %	1,216,025	0	1,216,025
800 9527 JC Module Engineering and Constr	2,149,120	10,539	1,166,344	54.3 %	982,776	27,257	955,519
800 9528 Roadway Improvements	300,049	0	0	0.0 %	300,049	0	300,049
800 9601 JR Transfer Station Improvements	357,138	0	0	0.0 %	357,138	0	357,138
800 9602 JR Equipment Purchase	240,000	0	0	0.0 %	240,000	182,750	57,250
800 9603 JR Well Replacement	150,000	0	12,609	8.4 %	137,391	39,945	97,446
800 9701 SSTS Equipment Replacement	598,568	0	0	0.0 %	598,568	556,966	41,602

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# Consolidated CIP Expenditure Report For Period Ending April 30, 2022

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9703 SSTS Improvements and Cleanup	160,934	0	0	0.0 %	160,934	0	160,934
Total Fund 800 - Capital Improvement Proje	10,314,814	18,010	1,490,475	14.4 %	8,824,338	1,277,762	7,546,576
Total CIP Expenditures	17,167,386	45,250	2,186,415	12.7 %	14,980,971	1,436,284	13,544,687

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Check #	Name	Check Date	Amount	Check Total
28822	A-7 AUSTIN, LTD Finance Dept Supplies	4/6/2022	272.02	272.02
28823	ALESHIRE & WYNDER, LLP Legal Services	4/6/2022	3,008.53	272.02 3,008.53
28824	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	4/6/2022	95.00	95.00
28825	AT&T SERVICES INC All Sites Telephone Services	4/6/2022	344.47	344.47
28826	CARLON'S FIRE EXTINGUISHER SALES & SERVICE JC Facility Maintenance	4/6/2022	1,796.64	1,796.64
28827	COAST COUNTIES TRUCK & EQUIPMENT CO. SS Vehicle Maintenance	4/6/2022	113.93	113.93
28828	DON CHAPIN INC JC Facility Improvements	4/6/2022	1,136.04	1,136.04
28829	EAST BAY TIRE CO.  JC Equipment Maintenance	4/6/2022	261.56	261.56
28830	FIRST ALARM All Sites Alarm Services	4/6/2022	1,382.91	
28831	FRESNO OXYGEN SS Facility Maintenance	4/6/2022	215.84	1,382.91
28832	FULL STEAM STAFFING LLC SS Contract Labor	4/6/2022	982.80	215.84
28833	GEOLOGIC ASSOCIATES, INC. JC Engineering Services	4/6/2022	392.00	982.80
28834	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Equipment & Vehicle Maintenance	4/6/2022	903.00	392.00
28835	GONZALES ACE HARDWARE All Sites Facility & Vehicle Maintenance	4/6/2022	132.53	903.00
28836	GREEN RUBBER - KENNEDY AG, LP JC Facility Supplies	4/6/2022	746.75	132.53
28837	GREEN VALLEY INDUSTRIAL SUPPLY, INC SS Facility Maintenance	4/6/2022	39.55	746.75
28838	INFINITY STAFFING SERVICES, INC. JC, Org, & JR Contract Labor	4/6/2022	5,183.57	39.55
				5,183.57

Check #	Name	Check Date	Amount	Check Total
28839	JT HOSE & FITTINGS JC Equipment Maintenance	4/6/2022	496.50	
28840	JULIO GIL JC Facility Maintenance	4/6/2022	417.29	496.50
28841	MANAGEMENT PARTNERS INC. Strategic Planning Session Facilitation	4/6/2022	3,250.00	417.29
28842	MISSION LINEN SUPPLY All Sites Uniforms	4/6/2022	168.32	3,250.00
28843	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies	4/6/2022	488.49	168.32
28844	ONE STOP AUTO CARE/V & S AUTO CARE, INC HHW Equipment Maintenance JC Vehicle Maintenance	4/6/2022	745.45 671.13	488.49
28845	ONHOLD EXPERIENCE Adm Telephone Hold Service	4/6/2022	207.00	1,416.58
28846	PACE ANALYTICAL SERVICES, LLC CH Lab Analysis	4/6/2022	6,152.00	207.00 6,152.00
28847	PROBUILD COMPANY LLC  JC Facility Maintenance Supplies	4/6/2022	1,584.71	1,584.71
28848	QUINN COMPANY All Sites Equipment & Vehicle Maintenance	4/6/2022	1,356.22	1,356.22
28849	R.D. OFFUTT COMPANY JC Equipment Maintenance	4/6/2022	845.30	845.30
28850	REPUBLIC SERVICES #471 Ops Adm Building Monthly Trash	4/6/2022	85.30	85.30
28851	Society for the Prevention of Cruelty to Animals for Monterey Cc Room Rental	4/6/2022	225.00	225.00
28852	SOUTH COUNTY NEWSPAPER Notice Of Public Hearing	4/6/2022	440.00	440.00
28853	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	4/6/2022	6,453.69	6,453.69
28854	SPECIALTY DISTRIBUTORS INC. JC Facility Maintenance	4/6/2022	1,088.61	1,088.61
28855	STERICYCLE, INC Adm Shredding Services	4/6/2022	97.64	97.64
28851 28852 28853 28854	Ops Adm Building Monthly Trash  Society for the Prevention of Cruelty to Animals for Monterey Cc Room Rental  SOUTH COUNTY NEWSPAPER Notice Of Public Hearing  SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel  SPECIALTY DISTRIBUTORS INC. JC Facility Maintenance  STERICYCLE, INC	4/6/2022 4/6/2022 4/6/2022 4/6/2022	225.00 440.00 6,453.69 1,088.61	225 440 6,453 1,088

Check #	Name	Check Date	Amount	Check Total
28856	TELCO BUSINESS SOLUTIONS	4/6/2022		
	Monthly Network Support		245.35	245.35
28857	TOYOTA MATERIAL HANDLING	4/6/2022		210.00
	HHW Equipment Maintenance		969.79	0.40.70
28858	VALERIO VARELA JR	4/6/2022		969.79
	JC Facility Maintenance	,,,,,,,	200.00	
	SS Vehicle Maintenance		1,000.00	
28859	VALLEY FABRICATION, INC.	4/6/2022		1,200.00
20007	SS Vehicle Maintenance	17072022	105.00	
				105.00
28860	VISION RECYCLING INC  Monthly Organics & C&D Processing	4/6/2022	108,034.43	
	Morning Organies a Cab Hocossing		100,004.10	108,034.43
28861	WESTERN EXTERMINATOR COMPANY	4/6/2022	15410	
	All Sites Vector Control		154.10	154.10
28862	WHITE CAP, L.P.	4/6/2022		104.10
	JC Improvements		214.64	
28863	A & G PUMPING, INC	4/14/2022		214.64
20000	JR & JC Org Portable Toilet	7/17/2022	491.13	
				491.13
28864	ALESHIRE & WYNDER, LLP Legal Services	4/14/2022	14,580.00	
	Logar sorvices		14,000.00	14,580.00
28865	AMERICAN SUPPLY CO.	4/14/2022		
	All Sites Janitorial Supplies		183.12	183.12
28866	ASBURY ENVIRONMENTAL SERVICES	4/14/2022		100.12
	HHW Hauling & Disposal		285.00	005.00
28867	AUTOZONE LLC.	4/14/2022		285.00
20007	JC Equipment Maintenance Supplies	,,,	93.20	
000.40	عدار المحد	441.440000		93.20
28868	**Void**	4/14/2022	_	
				-
28869	COAST COUNTIES TRUCK & EQUIPMENT CO.	4/14/2022	001.57	
	SS Vehicle Maintenance		281.57	281.57
28870	CUTTING EDGE SUPPLY	4/14/2022		20.10,
	JC Equipment Maintenance Supplies		1,275.15	1.075.15
28871	DON CHAPIN INC	4/14/2022		1,275.15
2007	CH Facility Improvements	1,7 1 1,7 2 2 2 2	586.73	
00070	FACT DAY TIDE CO	4/14/0000		586.73
28872	EAST BAY TIRE CO. SS Vehicle Maintenance	4/14/2022	37.98	
			3 3	37.98

Check #	Name	Check Date	Amount	Check Total
28873	GONZALES ACE HARDWARE All Sites Facility & Vehicle Maintenance	4/14/2022	139.31	
28874	GONZALES TIRE & AUTO SUPPLY SS Vehicle Maintenance	4/14/2022	1,170.22	139.31
28875	**Void**	4/14/2022	-	1,170.22
28876	GREEN RUBBER - KENNEDY AG, LP JC Facility Maintenance	4/14/2022	1,396.70	-
28877	GUERITO SS & JC Portable Toilets	4/14/2022	1,243.00	1,396.70
28878	LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement	4/14/2022	325.00	1,243.00
28879	Maestro Health FSA Service Fee	4/14/2022	150.00	325.00
28880	MISSION LINEN SUPPLY All Sites Uniforms	4/14/2022	319.66	150.00
28881	PACE ANALYTICAL SERVICES, LLC	4/14/2022		319.66
28882	All Sites Lab Analysis PENINSULA MESSENGER LLC	4/14/2022	531.48	531.48
28883	All Sites Courier Service  PROBUILD COMPANY LLC	4/14/2022	1,094.00	1,094.00
	JC Facility Maintenance		242.27	242.27
28884	PURE WATER BOTTLING All Sites Water Service	4/14/2022	401.10	401.10
28885	R.D. OFFUTT COMPANY JC Org Equipment Maintenance SS Equipment Maintenance	4/14/2022	139.45 629.55	7/0.00
28886	RODOLFO RAMIREZ AYALA SS & JR Vehicle Maintenance	4/14/2022	1,350.00	769.00 1,350.00
28887	ROSSI BROS TIRE & AUTO SERVICE All Sites Tire Repair Services	4/14/2022	2,962.32	
28888	**Void**	4/14/2022	-	2,962.32
28889	SAFE HEARING AMERICA, INC. Annual Audiometric Testing	4/14/2022	1,462.00	-
				1,462.00

Check #	Name	Check Date	Amount	Check Total
28890	Salinas newspapers, inc.	4/14/2022		
20070	Notice Of Public Hearing	.,, 2022	441.28	
				441.28
28891	SCS FIELD SERVICES	4/14/2022	00 (01 50	
	All Sites Routine & Non-Routine Environmental Services		28,621.50	28,621.50
28892	**Void**	4/14/2022		20,621.30
		, ,	-	
				-
28893	SOCIAL VOCATIONAL SERVICES, INC.	4/14/2022	7 170 42	
	JC Litter Abatement		7,179.43	7,179.43
28894	SOUTHERN COUNTIES LUBRICANTS LLC	4/14/2022		7,177.43
2007 .	All Sites Biodiesel Fuel	.,, 2022	28,976.52	
				28,976.52
28895	Southern Counties Oil Co., a CA Limited Partnership	4/14/2022		
	SS & JR Biodiesel Fuel		8,052.80	
2222	TV CURVICUE U. TIPE U. C			8,052.80
28896	TY CUSHION TIRE, LLC	4/14/2022	7.510.10	
	SS Special dept Supplies		7,519.10	7.519.10
28897	US BANK CORPORATE PAYMENT SYSTEM	4/14/2022		7,317.10
20077	AGA: Finance Annual Membership	1, 1 1, 2022	105.00	
	Doodle: Annual Subscription		83.40	
	Att.com: Finance Internet		43.23	
	Amazon: RR Office Supplies		180.22	
	USCC: RR Compost Training		111.50	
	SWANA: MOLO Certification		250.00	
	Costco: Admin & JC Office Supplies		206.86	
	Experian: Credit Checks		238.95	
	Amazon: Office Supplies Intermedia: Monthly Exchange Server Hosting		74.20 424.65	
	Amazon: Admin Safety Supplies		23.97	
	GFOA: Annual Membership		160.00	
	ATT.COM: JC Internet Service		70.00	
	Hotels.com: SWANA Western Regional Conference		894.12	
	Mountain Mikes Pizza: Hazwoper Training		96.09	
	CalCPA: Annual Membership		60.00	
	Zoom: Monthly Subscription		146.96	
	Amazon: JC ECS Maintenance Supplies		145.33	
	USPS: Office Supplies		8.95	
	OSHA: Hazwoper Training		34.99 39.00	
	OSHA: Hazwoper Training OSHA: Hazwoper Training		39.00	
	OSHA: Hazwoper Training		34.99	
	CALPELRA: Managing Collective Bargaining		285.00	
	Amazon: JC Facility Maintenance		15.41	
	CA DMV: Ops Vehicle Supplies		23.53	
				3,795.35
28898	**Void**	4/14/2022		
			-	

Check #	Name	Check Date	Amount	Check Total
28899	**Void**	4/14/2022	-	
28900	VALERIO VARELA JR All Sites Vehicle & Equipment Maintenance	4/14/2022	1,700.00	-
28901	VOSTI'S INC All Sites Facility Supplies	4/14/2022	2,124.28	1,700.00
28902	**Void**	4/14/2022	<u>-</u>	2,124.28
28903	W&W MARKETING GROUP, INC. Adm Uniforms	4/14/2022	235.34	-
28904	WEST COAST RUBBER RECYCLING, INC JR Tire Diversion	4/14/2022	2,145.00	235.34
28905	A & G MACHINE SHOP INC. JC Facility Maintenance	4/20/2022	4,549.30	2,145.00
28906	AGRI-FRAME, INC SS Vehicle Maintenance	4/20/2022	404.91	4,549.30
28907	AT&T SERVICES INC All Sites Telephone Services	4/20/2022	719.58	404.91
28908	BAKKER CONSTRUCTION Refund Credit Balance	4/20/2022	171.94	719.58
28909	BLUE RIDGE SERVICES, INC. JC Surveying Services	4/20/2022	4,274.00	171.94
28910	CARLON'S FIRE EXTINGUISHER SALES & SERVICE JR Safety Supplies	4/20/2022	714.27	4,274.00
28911	CENTRAL COAST COMMERCIAL TIRE CENTER INC SS Vehicle Maintenance	4/20/2022	596.65	714.27
28912	CITY OF GONZALES  JC Water Service	4/20/2022	93.96 20,833.33	596.65
28913	Monthly Hosting Fee  CLARK PEST CONTROL, INC  Adm Exterminator Service	4/20/2022	95.00	20,927.29
28914	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC. Monthly HHW Disposal & Supplies	4/20/2022	6,243.29	95.00
28915	COAST COUNTIES TRUCK & EQUIPMENT CO.  SS Vehicle Maintenance	4/20/2022	2,201.27	6,243.29
	33 VEHICLE MUHITEHUNCE		2,201.27	2,201.27

Check #	Name	Check Date	Amount	Check Total
28916	COMCAST Monthly Internet Service	4/20/2022	419.12	410.10
28917	Dole Fresh Vegetables Refund Credit Balance	4/20/2022	1,868.86	419.12
28918	FIRST ALARM SS Alarm Services	4/20/2022	35.00	1,868.86
28919	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Equipment & Vehicle Maintenance	4/20/2022	1,243.39	35.00
28920	GONZALES ACE HARDWARE All Sites Facility & Vehicle Maintenance	4/20/2022	31.51	1,243.39
28921	GRAINGER JC Org Facility Maintenance	4/20/2022	278.79	31.51
28922	GREEN VALLEY INDUSTRIAL SUPPLY, INC SS Vehicle Maintenance	4/20/2022	31.33	278.79
28923	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	4/20/2022	145.11	31.33
28924	HOPE SERVICES Monthly SS Litter Abatement	4/20/2022	15,874.31	145.11
28925	INFINITY STAFFING SERVICES, INC. JC, Org & JR Contract Labor	4/20/2022	3,164.34	15,874.31
28926	JT HOSE & FITTINGS SS Vehicle Maintenance	4/20/2022	84.38	3,164.34
28927	KANEKO AND KRAMMER CORP. Compensation Study	4/20/2022	6,920.00	84.38
28928	MISSION LINEN SUPPLY All Sites Uniforms	4/20/2022	319.66	6,920.00
28929	NEXIS PARTNERS, LLC Monthly Adm Building Rent	4/20/2022	9,935.00	319.66
28930	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	4/20/2022	126.26	9,935.00
28931	PACE ANALYTICAL SERVICES, LLC All Sites Lab Analysis	4/20/2022	2,524.32	126.26
28932	PACIFIC CREST ENGINEERING INC  JC Engineering Services	4/20/2022	1,845.00	2,524.32
	-			1,845.00

Check #	Name	Check Date	Amount	Check Total
28933	PINNACLE MEDICAL GROUP, Inc. A Professional Corporation Hep B Vaccine	4/20/2022	80.00	00.00
28934	PROBUILD COMPANY LLC JC Facility Maintenance	4/20/2022	777.17	80.00 777.17
28935	QUINN COMPANY All Sites Equipment & Vehicle Maintenance	4/20/2022	961.29	
28936	Roberto Rodriguez Medical DOT Renewal	4/20/2022	150.00	961.29
28937	SHARPS SOLUTIONS, LLC SS Hauling & Disposal	4/20/2022	250.00	150.00
28938	TODD V. RAMEY JC Partial Closure CQA	4/20/2022	3,612.00	250.00
28939	VALERIO VARELA JR SS Facility Maintenance	4/20/2022	2,220.12	3,612.00
28940	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Monthly Fuel	4/20/2022	2,346.86	2,220.12
28941	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Monthly Fuel	4/20/2022	1,119.78	2,346.86
28942	HOME DEPOT All Sites Facility Maintenance Supplies	4/28/2022	523.14	1,119.78
28943	BECKS SHOES AND REPAIR All Sites Safety Supplies	4/28/2022	216.75	523.14
28944	CALIFORNIA SURVEYING & DRAFTING SUPPLY INC JC Special Dept Supplies	4/28/2022	110.79	216.75
28945	CALIFORNIA WATER SERVICE SS & JRTS Water Services	4/28/2022	1,573.67	110.79
28946	CDW GOVERNMENT Replacement Scanner	4/28/2022	581.79	1,573.67
28947	COAST COUNTIES TRUCK & EQUIPMENT CO. SS Vehicle Maintenance	4/28/2022	453.93	581.79
28948	COASTLINE MARKETING GROUP, INC. Website Services	4/28/2022	7,600.00	453.93
28949	CORE & MAIN LP JC Facility Maintenance	4/28/2022	3,397.03	7,600.00
				3,397.03

Check #	Name	Check Date	Amount	Check Total
28950	CSC OF SALINAS/YUMA All Sites Vehicle Maintenance	4/28/2022	48.98	
28951	CUTTING EDGE SUPPLY JC Equipment Maintenance	4/28/2022	1,407.53	48.98
28952	EAST BAY TIRE CO. JC Equipment Maintenance	4/28/2022	317.57	1,407.53
28953	FIRST ALARM SS Alarm Services	4/28/2022	2,367.84	317.57
28954	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Equipment & Vehicle Maintenance	4/28/2022	1,633.95	2,367.84
28955	GONZALES ACE HARDWARE All Sites Facility & Vehicle Maintenance Supplies	4/28/2022	70.66	1,633.95
28956	GREEN RUBBER - KENNEDY AG, LP JC Org Facility Maintenance	4/28/2022	700.66	70.66
28957	GUARDIAN SAFETY AND SUPPLY, LLC  JC Safety Supplies	4/28/2022	163.63	700.66
28958	INFINITY STAFFING SERVICES, INC.  JC Contract Labor	4/28/2022	741.10	163.63
28959	JOAQUIN VASQUEZ SS Facility Maintenance	4/28/2022	250.00	741.10
28960	JT HOSE & FITTINGS	4/28/2022		250.00
28961	All Sites Equipment Maintenance  KING CITY HARDWARE INC.	4/28/2022	95.02	95.02
28962	JR Facility Maintenance  MISSION LINEN SUPPLY	4/28/2022	49.43	49.43
28963	All Sites Uniforms  ODP BUSINESS SOLUTIONS, LLC	4/28/2022	217.73	217.73
28964	All Sites Office Supplies  **Void**	4/28/2022	991.27	991.27
28965	ONE STOP AUTO CARE/V & S AUTO CARE, INC	4/28/2022	-	-
28966	RR Vehicle Maintenance PACIFIC TRUCK PARTS, INC	4/28/2022	369.28	369.28
-: <del></del>	RR Equipment Maintenance	,	387.21	387.21

Check #	Name	Check Date	Amount	Check Total
28967	QUINN COMPANY All Sites Equipment & Vehicle Maintenance	4/28/2022	255.70	055.70
28968	R.D. OFFUTT COMPANY JC Equipment Maintenance	4/28/2022	101.67	255.70
28969	REFRIGERATION SUPPLIES DISTRIBUTOR HHW Disposal	4/28/2022	23.69	101.67
28970	SCALES UNLIMITED  JC Scale Maintenance	4/28/2022	637.00	23.69
28971	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	4/28/2022	54,576.34	637.00
28972	The EcoHero Show LLC School Assembly Program	4/28/2022	5,500.00	54,576.34
28973	VERIZON WIRELESS SERVICES Monthly Internet Service	4/28/2022	152.04	5,500.00
28974	WHITE CAP, L.P. JC Maintenance Supplies	4/28/2022	216.65	152.04
22-00486-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites Electrical Services	4/20/2022	19,690.16	216.65
22-00487-DFT		4/20/2022	10,218.83	19,690.16
22-00488-DFT	California Department of Tax and Fee Administration	4/25/2022	·	10,218.83
	Quarterly BOE Landfill Fee Jan Mar.		73,898.00	73,898.00
	Subtotal Payroll Disbursements			561,663.78
	Grand Total			1,092,719.78



# Report to the Board of Directors

**Date:** June 16, 2022

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

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

May 2022

# 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 is 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)

<u>Sun Street Transfer Station:</u> The monthly inspection for the Sun Street Transfer Station was conducted on May 24. No areas of concern or violations were noted during the inspection.

<u>Johnson Canyon Landfill & Composting Facility:</u> The monthly inspection for the Johnson Canyon Landfill and Composting Facility was conducted on May 26. No violations or areas of concern were noted during the inspections.

<u>Jolon Road Transfer Station:</u> The monthly inspection for Jolon Road Transfer Station was conducted on May 26. No areas of concern or violations were noted for the inspection.

# Central Coast Regional Water Quality Control Board

An unannounced inspection of the Sun St Transfer Station was conducted on May 24. There were no violations, and the site was deemed to be in substantial compliance.

# **Gonzales Clothing Closet**

The clothing closet is open Tuesdays - Thursdays from 3:00pm to 5:00pm.

CY 2022	# of Volunteers	Hours	Clothing Items Distributed	# of Families Served	# of Family Members Served
April 2022	4	65.5	425	26	119
May 2022	3	54	436	23	109
June 2022	-	-	-	-	-
TOTALS	3.5 (AVG)	119.5	861	49	228

# **Clean Up Events**

A 2022 community cleanup schedule has been developed by each of the cities/county and franchise haulers and is included in the events list below. Three (3) cleanup events occurred in May and one (1) from April with the results listed in the table below for three (3) of the four (4) events:

Date	Location	Hauler/ Volunteer Group	Trash (tons)	Recycling (tons)	ABOP Materials (SVR)	Diversion %
April 9	San Lucas – Corner of San Benito & Rosa St	WM	7.2	4.4	419 lbs.	38%
May 14	Soledad – High School Parking Lot	Tri-Cities Disposal & NOROTC Volunteers	11.8	11.6	1.2 tons	50%
May 21	Aromas- 300 Aromas Rd	WM	6.7	4.1	1.2 tons	38%

# FY 21-22 Current and Future Events with SVR Staff Participation

Gonzales:	06/11/22 11/12/22	Community Cleanup & ABOP Event, Fairview Middle School Community Cleanup & ABOP Event, Fairview Middle School
Greenfield:	08/13/22 10/22/22	Community Cleanup & ABOP Event, Public Works Yard Community Cleanup & ABOP Event, Public Works Yard
King City:	06/25/22 11/05/22	Community Cleanup & ABOP Event, SV Fairgrounds Community Cleanup & ABOP Event, SV Fairgrounds
Salinas:	06/11/22 08/20/22 09/17/22 10/08/22 11/05/22	District 5 Community Cleanup Event District 1 Community Cleanup Event District 2 Community Cleanup Event District 3 Community Cleanup Event Citywide Community Cleanup Event, Madison Lane TS
Soledad:	9/24/22	Community Cleanup & ABOP Event, Soledad High School

Mo. Co.:	06/18/22	Composting Workshop, Rancho Cielo Garden
	09/10/22	Prunedale Community Cleanup & ABOP Event
	09/17/22	Lockwood Community Cleanup & ABOP Event
	10/01/22	Bradley Community Cleanup & ABOP Event
	10/08/22	San Ardo Community Cleanup & ABOP Event
	11/19/22	Pajaro Community Cleanup & ABOP Event

# **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 appraised 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

**Date:** June 16, 2022

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

Manager

**Title:** A Resolution Approving Supplemental

Appropriation of \$21,393 for CalRecycle's Beverage Container Recycling City/County

Payment Program 2021-22

# **RECOMMENDATION**

Staff recommends that the Board adopt the resolution.

# STRATEGIC PLAN RELATIONSHIP

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

# **FISCAL IMPACT**

Annual funding for CalRecycle's Beverage Container Recycling City/County Payment Program (CCPP) is approved at the end of their fiscal budget. The Authority's FY 2021-22 Budget was adopted prior to notification of this funding award. Therefore, supplemental appropriations are needed to include the revenue and its associated expenditures, which is planned to be used as indicated in the table below.

This funding is provided in advance and can be expended between April 7, 2022, and March 1, 2024. Funds not expended by the end of the term must be returned to CalRecycle. CalRecycle submits the payment directly to the member cities, the cities then remit the funds to the Authority for administering and reporting.

Grant Budget Items for CCPP 21-22	SVSWA Budget
Beverage Container Collection Programs	\$ 11,493
Litter Clean Up	3,300
Advertising/Promotional	3,500
Education	400
Training	2,700
Total CCPP 21-22 Funding	\$ 21,393

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

Finance and Administration Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

# **DISCUSSION & ANALYSIS**

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

In January 2022, the Authority submitted funding requests for its participating member cities for CalRecycle's CCPP 21-22 funding cycle. Funds were awarded in April 2022 with payment expected to be received by the cities in May/June.

The CCPP 2021-22 funds were awarded as follows:

Member Agency	City Funding
City of Gonzales	\$ 5,000
City of Soledad	6,393
City of Greenfield	5,000
City of King	5,000
Total CCPP 21-22 Funding	\$ 21,393

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

# **BACKGROUND**

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

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

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

# ATTACHMENT(S)

1. Resolution

# **RESOLUTION NO. 2022 –**

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A SUPPLEMENTAL APPROPRIATION OF \$21,393 FOR CALRECYCLE'S FY 2021-22 BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM

**WHEREAS**, on April 15, 2021, the Board of Directors of the Salinas Valley Solid Waste Authority approved the Fiscal Year 2021-22 Operating Budget; and,

**WHEREAS**, CalRecycle issued notice of funding award for the City/County Payment Program 2021-22 after the approval of the Authority's Fiscal Year 2021-22 Budget; and,

**NOW THEREFORE, BE IT RESOLVED,** by the Board of Directors of the Salinas Valley Solid Waste Authority that a Supplemental Appropriation of \$21,393 for CalRecycle's Beverage Container Recycling City/County Payment Program 2021-22 is hereby approved; and,

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

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 16th day of June 2022, by the following vote:

Erika J. Truiill	lo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	



# Report to the Board of Directors

**Date:** June 16, 2022

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

Manager

**Title:** A Resolution Approving an Adjustment to the

Operating Budget for Fiscal Year 2022-23

# Finance and Administration Manager/Controller-Treasurer General Manager/CAO

R. Santos by E.T.

Authority General Counsel

# **RECOMMENDATION**

Staff recommends approval of this item. The budget adjustments will allow staff to operate Sun Street Transfer Station (SSTS) temporarily until the move to Republic Services' (Republic) Madison Lane Transfer Station (MLTS) is completed.

### **FISCAL IMPACT**

The net fiscal impact of the recommended budget adjustments is an decrease of \$146,000 to the fund balance for the 2021-22 fiscal year.

### **DISCUSSION & ANALYSIS**

The FY 2022-23 budget was written with the following key assumption:

- Closure of Sun Street Operations
  - o Relocate AB939 programs to Madison Lane effective 07-01-2022
  - Transfer MLTS solid waste effective 07-01-2022
  - o Initial Reduction of SS Self Haul Tonnage by 50%, after SSTS closure

The closure of Sun Street has been delayed due to permitting issues and construction delays at Madison Lane Transfer Station. Current best estimates for relocation are for early August 2022. Staff had estimated a full year of operating Sun Street as an overflow facility to be an additional \$1.2 million. \$146,000 is the amount needed to operate Sun Street as a Franchise Waste overflow and Self-Haul facility until mid-August (1.5 months), while also transporting waste for Republic's MLTS beginning July 1, 2022. The funding includes additional equipment, fuel, other operating costs, as well as some temporary hauling services that were not part of a transport only budget at only one facility, MLTS. Funding will initially come from FY 2021-22 fund balance. However, staff anticipates additional revenue from Sun Street remaining open for an additional month, which could offset some or most of these additional expenditures.

# ATTACHMENT(S)

- 1. Resolution
- 2. FY 2022-23 Budget Adjustments

# **RESOLUTION NO. 2022 –**

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AN ADJUSTMENT TO THE OPERATING BUDGET FOR FISCAL YEAR 2022-23

**WHEREAS**, on March 17, 2022, the Board of Directors of the Salinas Valley Solid Waste Authority approved the FY 2022-23 operating budget; and,

**WHEREAS**, the budget was written with the assumption that Sun Street would be closed by July 1, 2022 with AB939 services being moved to Madison Lane; and,

**WHEREAS**, the move to Madison Lane is currently expected to occur in August with Authority staff needing to transport from both transfer stations requiring additional funding; and,

**NOW THEREFORE BE IT RESOLVED**, by the Board of Directors of the Salinas Valley Solid Waste Authority, that an adjustment of \$146,000 to the Operating Budget for Fiscal Year 2022-23 and funded from expected FY 2021-22 fund balance is hereby approved; and,

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

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a meeting duly held on the 16<sup>th</sup> day of June 2022, by the following vote:

Erika J. Trujil	llo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	ROAKD WEWREK?:	

N/A

ITEM NO. 6

Finance and Administration Manager/ Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

**Date:** June 16, 2022

From: Cesar Zuñiga, Assistant General Manager /

Operations Manager

**Title:** A Resolutions Approving Annual Expenditures in an

Amount Over \$50,000 for Equipment Maintenance, Staffing Support Services, and Facility Maintenance with Full Steam Staffing, Ritchie's Trucking, Valerio's Welding, EC Tire, Rossi Tire, Golden State Truck and Trailer Repair, Quinn Caterpillar, Green Rubber Kennedy Ag, Cutting Edge Supply, and SC Fuels for

Fiscal Year 2022-23.

# **RECOMMENDATION**

Staff recommends that the Board adopt the resolutions for SVSWA Annual expenditures in the amount over \$50,000 for equipment maintenance and staffing support services.

# STRATEGIC PLAN RELATIONSHIP

The expenditures related to these vendors are not related to any strategic plan goals, but enhance existing facilities, equipment and public services.

# FISCAL IMPACT

The vehicle and equipment maintenance accounts have a combined budget of \$580,000, the contract labor accounts have \$219,000, the facility maintenance accounts have \$365,000 and the fuel accounts have \$648,000 for FY 2022-23. There is sufficient funding to cover all expenses associated with vehicle and equipment maintenance, staffing support services, and facility maintenance services for FY 2022-23 at all sites.

### **DISCUSSION & ANALYSIS**

Salinas Valley Solid Waste Authority runs the operations of the Sun Street and Jolon Road Transfer Station, as well as the Johnson Canyon Landfill. To ensure the facilities are operated efficiently, we must ensure our equipment is properly maintained. All equipment requires service and maintenance on an ongoing basis from qualified professional vendors. To accomplish this, SVSWA uses several different vendors for specific repairs such as tire repairs and replacement and welding services for all equipment. The facility's, both active and closed, require ongoing maintenance and repairs to ensure compliance with environmental control systems, and well as building maintenance and repairs. The Authority also uses temporary labor for staffing shortages and assistance at the facilities, as needed.

The vendors listed above will all exceed \$50,000 in annual equipment, and facility maintenance and support services, which requires Board approval. In order to continue using the current vendors, a Resolution approving the expenditure over \$50,000 must be

approved by the Board of Directors for each vendor. These resolutions will be valid for fiscal year 2022-23.

Each vendor provides a specific service to the Authorities operations. The transport operations at times will require assistance during staff shortages encountered due to employee paid time off, illness, injuries, extended leaves, high material flow periods, or equipment breakdowns. Staff solicits assistance from Ritchie's Trucking who can provide up to three (3) trucks and trailers to assist our staff during staffing shortages or high demand periods.

Our transport equipment and on road vehicles require maintenance and repair routinely. For these services we use Golden State Truck and Trailer Repair who is familiar with our trucks and trailers and can also provide fleet towing, if needed.

Our heavy equipment and off-road units are serviced and repaired by Quinn Caterpillar of Salinas. The majority of our equipment is manufactured by Caterpillar.

Full Steam Staffing provides a similar service which provides temporary staffing for landfill or transfer station operations. Full Steam is used to fill in staff shortages encountered due to paid time off, illness, injury, or extended leaves. They are also utilized to assist with annual maintenance at the closed landfills, which is required by the Regional Water Quality Control Board.

Staff utilizes several tire vendors to assist with equipment repairs and replacements of tires. The two (2) main vendors used are Rossi Tire and EC Tire. The two vendors combine to handle most of our tire needs for on-road and off-road equipment, as well as the purchase of tires to keep in stock for our transfer trucks.

Valerio's Welding is used to rebuild and repair our walking floor trailers, equipment, facility improvements, and fabrication of modifications to equipment.

Cutting Edge Supplies has been a vendor of the Authority's since 2009. They provide an array of parts for all Authority equipment such as cutting edges for our loaders, scrapers, and dozer push blades. They also provide hoist cables for our roll off trucks. They provide aftermarket parts for dozer undercarriages which are used by our maintenance team to keep costs down.

Green Rubber-Kennedy Ag has been a vendor of the Authority since 2000. They provide an array of supplies for all SVR facilities such as pipe, fittings, pumps, hoses, safety equipment and equipment servicing. They are a local vendor with easy access to parts and equipment needed to maintain all our active and closed sites.

## **BACKGROUND**

In January of 2008, SVSWA assumed the operation of the Sun Street Transfer Station. The Johnson Canyon Landfill operations were assumed on December 22, 2014, followed by the Jolon Road Transfer Station on September 1, 2016. SVSWA now has over 60 pieces of equipment made up of trucks, trailers, tractors, and portable equipment (i.e. light towers, compressors, and pumps) that require ongoing maintenance and service. SVSWA also operates three active facilities that at times will need support labor services to fully man the facilities during shortages and also do annual maintenance at its three closed landfills.

# ATTACHMENT(S)

- 1. Resolution Full Steam Staffing
- 2. Resolution Ritchie's Trucking
- 3. Resolution Valerio's Welding
- 4. Resolution EC Tire
- 5. Resolution Rossi Tire
- 6. Resolution Cutting Edge Supply
- 7. Resolution Green Rubber Kennedy Ag
- 8. Resolution Quinn Caterpillar of Salinas
- 9. Resolution Golden State Truck and Trailer
- 10. Resolution SC Fuels

# **RESOLUTION NO. 2022-**

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$125,000 WITH FULL STEAM STAFFING FOR STAFFING SUPPORT SERVICES FOR FISCAL YEAR 2022-23

**WHEREAS**, the Authority owns and operates one active landfill and two transfer stations to serve the residents of the Salinas Valley; and,

**WHEREAS**, the board policies require board approval for all vendors exceeding \$50,000 annually; and,

**WHEREAS**, staff uses multiple vendors to provide staffing support services which may exceed \$50,000 annually at all SVSWA facilities; and,

**WHEREAS**, the Authority is satisfied with Full Steam Staffing services and wishes to continue using them for staffing support services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$125,000 with Full Steam Staffing for Staffing Support Services as long as it is within the approved operating budget.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at regular meeting duly held on the 16<sup>th</sup> day of June 2022, by the following vote:

Erika J. Trujil	llo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
A DCT A IVI	DO ADD AMENADEDS	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	

## A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$150,000 WITH RITCHIE'S TRUCKING FOR STAFFING SUPPORT SERVICES FOR FISCAL YEAR 2022-23

**WHEREAS**, the Authority owns and operates one active landfill and two transfer stations to serve the residents of the Salinas Valley; and,

**WHEREAS**, the board policies require board approval for all vendors exceeding \$50,000 annually; and,

**WHEREAS**, staff uses multiple vendors to provide staffing support services which may exceed \$50,000 annually at all SVSWA facilities; and,

**WHEREAS**, the Authority is satisfied with Ritchie's Trucking services and wishes to continue using them for staffing support services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$150,000 with Ritchie's Trucking for Staffing Support Services as long as it is within the approved operating budget.

Erika J. Truji	llo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
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ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	ROAKD WEWREK2:	

## A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$100,000 WITH VALERIO'S WELDING FOR EQUIPMENT MAINTENANCE SERVICES FOR FISCAL YEAR 2022-23

**WHEREAS**, the Authority owns and operates one active landfill and two transfer stations to serve the residents of the Salinas Valley; and,

**WHEREAS**, the board policies require board approval for all vendors exceeding \$50,000 annually; and,

**WHEREAS**, staff uses multiple vendors to provide equipment maintenance services which may exceed \$50,000 annually at all SVSWA facilities; and,

**WHEREAS**, the Authority is satisfied with Valerio's Welding services and wishes to continue using them for equipment maintenance support services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$100,000 with Valerio's Welding for Equipment Maintenance Services as long as it is within the approved operating budget.

Erika J. Truji	llo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
A DCT A IN I		
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	ROAKD WEWREKS:	

## A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$60,000 WITH EC TIRE FOR EQUIPMENT MAINTENANCE SERVICES FOR FISCAL YEAR 2022-23

**WHEREAS**, the Authority owns and operates one active landfill and two transfer stations to serve the residents of the Salinas Valley; and,

**WHEREAS**, the board policies require board approval for all vendors exceeding \$50,000 annually; and,

**WHEREAS**, staff uses multiple vendors to provide equipment maintenance services which may exceed \$50,000 annually at all SVSWA facilities; and,

**WHEREAS**, the Authority is satisfied with EC Tire services and wishes to continue using them for equipment maintenance support services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$60,000 with EC Tire for Equipment Maintenance and Staffing Support Services as long as it is within the approved operating budget.

Erika J. Truji	llo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	

## A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$60,000 WITH ROSSI TIRE FOR EQUIPMENT MAINTENANCE SERVICES FOR FISCAL YEAR 2022-23

**WHEREAS**, the Authority owns and operates one active landfill and two transfer stations to serve the residents of the Salinas Valley; and,

**WHEREAS**, the board policies require board approval for all vendors exceeding \$50,000 annually; and,

**WHEREAS**, staff uses multiple vendors to provide equipment maintenance services which may exceed \$50,000 annually at all SVSWA facilities; and,

**WHEREAS**, the Authority is satisfied with Rossi Tire services and wishes to continue using them for equipment maintenance support services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$60,000 with Rossi Tire for Equipment Maintenance and Staffing Support Services as long as it is within the approved operating budget.

Erika J. Trujillo, Clerk of the Board		Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	

## A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$60,000 WITH CUTTING EDGE SUPPLY FOR EQUIPMENT MAINTENANCE SERVICES FOR FISCAL YEAR 2022-23

**WHEREAS**, the Authority owns and operates one active landfill and two transfer stations to serve the residents of the Salinas Valley; and,

**WHEREAS**, the board policies require board approval for all vendors exceeding \$50,000 annually; and,

**WHEREAS**, staff uses multiple vendors to provide supply for equipment maintenance services which may exceed \$50,000 annually at all SVSWA facilities; and,

**WHEREAS**, the Authority is satisfied with Cutting Edge Supply services and wishes to continue using them for equipment maintenance parts support services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$60,000 with Cutting Edge Supply for Equipment Maintenance Parts and Services as long as it is within the approved operating budget.

Erika J. Truii	llo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
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ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$50,000 WITH GREEN RUBBER-KENNEDY AG TO SUPPLY FACILITY MAINTENANCE PARTS AND SERVICES FOR FISCAL YEAR 2022-23

**WHEREAS**, the Authority owns and operates one active landfill and two transfer stations to serve the residents of the Salinas Valley; and,

**WHEREAS**, the board policies require board approval for all vendors exceeding \$50,000 annually; and,

**WHEREAS**, staff uses multiple vendors to supply facility maintenance parts and services which may exceed \$50,000 annually at all SVSWA facilities; and,

**WHEREAS**, the Authority is satisfied with Green Rubber-Kennedy Ag services and wishes to continue using them for facility maintenance support services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$50,000 with Green Rubber-Kennedy Ag for Facility Maintenance Parts and Services as long as it is within the approved operating budget.

Erika J. Truji	llo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
A DCT A IN I		
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$375,000 WITH QUINN CATERPILLAR OF SALINAS TO SUPPLY EQUIPMENT MAINTENANCE PARTS AND SERVICES FOR FISCAL YEAR 2022-23

**WHEREAS**, the Authority owns and operates one active landfill and two transfer stations to serve the residents of the Salinas Valley; and,

**WHEREAS**, the Authority sole sources work and part purchases to Quinn Caterpillar for its Caterpillar Equipment at its sites owns; and,

**WHEREAS**, the board policies require board approval for all vendors exceeding \$50,000 annually; and,

**WHEREAS**, staff uses multiple vendors to supply equipment maintenance parts and services which may exceed \$50,000 annually at all SVSWA facilities; and,

**WHEREAS**, the Authority is satisfied with Quinn Caterpillar of Salinas and wishes to continue using them for equipment maintenance parts support services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$375,000 with Quinn Caterpillar of Salinas for Equipment Maintenance Parts and Services as long as it is within the approved operating budget.

 Erika J. Truiil	llo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$200,000 WITH GOLDEN STATE TRUCK AND TRAILER REPAIR TO SUPPLY EQUIPMENT MAINTENANCE PARTS AND SERVICES FOR FISCAL YEAR 2022-23

**WHEREAS**, the Authority owns and operates one active landfill and two transfer stations to serve the residents of the Salinas Valley; and,

**WHEREAS**, the board policies require board approval for all vendors exceeding \$50,000 annually; and,

**WHEREAS**, staff uses multiple vendors to supply equipment maintenance parts and services which may exceed \$50,000 annually at all SVSWA facilities; and,

**WHEREAS**, the Authority is satisfied with Golden State Truck and Trailer Repair and wishes to continue using them for equipment maintenance parts support services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$200,000 with Golden State Truck and Trailer Repair for Equipment Maintenance Parts and Services as long as it is within the approved operating budget.

Erika J. Trujillo, Clerk of the Board		Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
A DCT A IN I.		
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$800,000 WITH SC FUELS TO SUPPLY EQUIPMENT MAINTENANCE SUPPLIES AND SERVICES FOR FISCAL YEAR 2022-23

**WHEREAS**, the Authority owns and operates one active landfill and two transfer stations to serve the residents of the Salinas Valley; and,

**WHEREAS**, the board policies require board approval for all vendors exceeding \$50,000 annually; and,

**WHEREAS**, staff uses multiple vendors to supply equipment maintenance supplies and services which may exceed \$50,000 annually at all SVSWA facilities; and,

**WHEREAS**, the Authority is satisfied with SC Fuels and wishes to continue using them for equipment maintenance supplies and services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$800,000 with SC Fuels for Equipment Supplies and Services as long as it is within the approved operating budget.

Erika J. Trujillo, Clerk of the Board		Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
A DCT A INI.	DOADD MEMBERS	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	



#### Report to the Board of Directors

**Date:** June 16, 2022

**From:** Brian Kennedy, Engineering and Environmental

Compliance Manager

**Title:** A Resolution Approving Amendment No. 2

Authorizing a Two-Year Extension to the Professional Services Agreement with Geo-Logic Associates to Provide Groundwater Monitoring Services in an Amount of \$232,671

#### ITEM NO. 7

N/A

Finance and Administration Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

#### **RECOMMENDATION**

Staff recommends approving the Board adopt the resolution.

#### STRATEGIC PLAN RELATIONSHIP

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

#### **FISCAL IMPACT**

Funding for this item is included in the approved FY 2022 /23 budget.

#### **DISCUSSION & ANALYSIS**

On June 15, 2017, the Board awarded a three-year contract for groundwater monitoring services to Geo-Logic Associates as the successful bidder to a Request for Proposal. The Professional Services Agreement with Geo-Logic allows for two (2) optional two-year extensions. Geo-Logic Associates has agreed to extend the current terms of the contract for the final two years as Extension #2, ending on June 30, 2024. Staff wishes to extend the current contract as well, because Geo-Logic Associates has provided excellent service at a competitive fee.

#### **BACKGROUND**

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

#### **ATTACHMENTS**

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

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 2 AUTHORIZING A TWO-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEO-LOGIC ASSOCIATES TO PROVIDE GROUNDWATER MONITORING SERVICES IN AN AMOUNT OF \$232,671

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

**WHEREAS**, on June 18, 2022, Resolution No. 2020-29 approved Amendment No. 1 exercising a two-year extension; and,

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

**WHEREAS**, the Authority wishes to extend the Agreement by exercising the right to Amendment No. 2 to expire on June 30, 2024; and,

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute Amendment No. 2 authorizing a two-year extension to the agreement with Geo-Logic Associates for an amount of \$232,671, as attached hereto and marked "Exhibit A."

Erika J. Trujil	lo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	



# AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND GEO-LOGIC ASSOCIATES TO PROVIDE GROUNDWATER MONITORING SERVICES

This amendment, is made and entered into this 16<sup>th</sup> day of June, 2022, by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and Geo-Logic Associates. (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on June 15, 2017. The initial term of the agreement expires June 30, 2020, and provided that the term may be extended twice at two-year extension each. On June 18, 2020, Amendment No. 1 was approved exercising a one, two-year extension expiring on June 30, 2022.

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

#### 1. Completion Schedule

The Authority and Consultant hereby mutually agree to extend the agreement with Geo-Logic Associates for an additional two-year term effective July 1, 2022 and ending June 30, 2024.

#### 2. <u>Compensation</u>

Salinas Valley Solid Waste Authority agrees to pay for Geo-Logic Associates for services delivered by this agreement in an amount indicated in the payment schedule and in the manner indicated and in accordance with attached proposal from Geo-Logic Associates dated June 7, 2022.

**IN WITNESS THEREOF**, the parties hereto have made and executed this Amendment No. 2 on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:	APPROVED AS TO FORM:
R. Patrick Matthews	Roy Santos
Chief Administrative Officer	Authority General Counsel
ATTEST:	Geo-Logic Associates
 Erika Trujillo	Name:
Clerk of the Roard	Title



Proposal SO22.1102.PR June 7, 2022

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

Attention: Brian Kennedy

Proposal – Extension of Groundwater Monitoring and Reporting Services at SVSWA Landfills

#### Introduction

GLA is pleased to present to Salinas Valley Solid Waste Authority (Authority) this Proposal to provide Groundwater Monitoring and Reporting Services for the Crazy Horse, Johnson Canyon, Jolon Road, and Lewis Road Sanitary Landfills. This abbreviated proposal summarizes the routine scope of services that will be provided for the next two years, from July 1, 2022 through June 30, 2024.

GLA will continue to provide the Authority with the same core team of professionals who are currently providing routine monitoring and reporting services. Specifically, Mr. John Hower, PG, CEG, is proposed to continue as project manager for this contract. He has been managing the routine and non-routine monitoring and reporting services for the Authority's landfills since 2005. He will be supported by a team of geologists who will coordinate the sampling, review and analyze the Authority's contract laboratory analytical data, review and incorporate findings from the Authority's subcontractors for the operations and maintenance and monitoring of the leachate and landfill gas management systems at the four facilities, and prepare the routine monitoring reports. Environmental monitoring and groundwater sampling services will continue to be conducted by Field Solutions, Inc. out of their office in San Jose, California.

#### **General Approach**

GLA's general approach to the project's technical requirements is detailed below. The Team's approach to the specific work tasks for each site is described in more detail in the next section.

Briefly put, GLA's approach to this project relies on teamwork, timeliness, technical competence, continuity, and peer review. As a result, our Team members will continue to work on tasks with which they are already intimately familiar.

#### **Site Conditions and Strategic Monitoring Objectives**

The Authority's monitoring programs must account for the evolving regulatory compliance issues that are currently associated with each site. The monitoring and reporting programs for Crazy Horse, Jolon Road, and Lewis Road landfills are relatively unchanged. However, the monitoring programs for all active landfills within Central Coast Regional Water Quality Control

Board (CCRWQCB) jurisdiction, including the Johnson Canyon Sanitary Landfill, are currently evolving, and future revision to the monitoring and reporting program for this site may include analysis for per- and polyfluoroalkyl substances. Considering the cost for including analysis for this family of organic compounds in routine monitoring programs, it is important that the monitoring reports be prepared so that data presentation supports the Authority's long-term objectives to resolve contaminant issues. In addition to well-organized and cogent discussions, the monitoring reports require effective data presentation including use of clear and concise tables, figures, and charts that are prepared, taking into account changing groundwater conditions, strategic compliance locations, and contaminant attenuation relationships. This is discussed below.

#### Crazy Horse Sanitary Landfill (CHSL) - WDR R3-2013-0016

Historical releases of Volatile Organic Compounds (VOCs) to groundwater have been identified in three discrete areas of the site: the southern release area, the western release area, and the eastern release area. In addition to satisfying the reporting requirements included in the facility's Waste Discharge Requirements (WDRs) and Monitoring and Reporting Program (M&RP), the CHSL monitoring program must be completed in a way that actively supports the Authority's on-going efforts to mitigate VOC impacts. To this end, the semi-annual monitoring reports must demonstrate a broad understanding of existing and changing groundwater conditions to support regulatory approval of technically sound and cost-effective remedial responses to groundwater impacts at the site.

In 2019, the Authority gained approval of a Corrective Action Plan (CAP) that allows for future reductions in monitoring upon meeting corrective action goals. GLA will continue to work with the Authority to ensure that corrective action goals are being met in order to pursue reductions in routine monitoring from wells that are no longer pivotal to characterization of plume dimension or chemistry. When it appears that goal attainment is at risk, GLA will work with the Authority to identify additional corrective actions or modifications to existing corrective actions that can help the Authority reach those goals in a technically-defensible, cost effective manner.

This proposal includes all services and related costs associated with the monitoring program identified in MRP R3-2013-0016 and the approved CAP. We have kept the scope and cost to sample the Githens residential water supply well in the event the current property owner allows access to resume sampling at this well. There are no changes from the current monitoring program, and sampling and analysis for the five-year Constituents of Concern will not occur during the term of this contract extension.

#### Johnson Canyon Sanitary Landfill (JCSL) - General Order R3-2020-0001/WDR R3-2008-0011

The Central Coast RWQCB recently adopted General Order R3-2020-001 for all active landfills within the region, including the Johnson Canyon Sanitary Landfill (JCSL). The provisions for groundwater monitoring have yet to be updated into a new MRP. For this proposal, and until the new MRP is composed and adopted, the routine groundwater monitoring program will generally adhere to the provisions in MRP R3-2008-0011. Since adoption of that order, the Authority has added monitoring of the downgradient, offsite Iverson water supply well (to serve as the downgradient monitoring point to evaluate natural attenuation of volatile organic compounds identified in samples from point-of-compliance wells), the upgradient, on-site Ripley water supply well, and has replaced well JC-15 (with JC-15R). In addition, in late April

2022, the RWQCB approved the site-specific "Revised PFAS Detection Follow-Up Workplan", which includes sampling and analysis of leachate, landfill gas condensate, and groundwater samples from wells JC-7, JC-13, JC-15R, and the Iverson, Ripley, and Amaral water supply wells for a two year period that spans the duration of this contract extension. This proposal includes sampling and reporting for the monitoring points as described above in accordance with the provisions of MRP R3-2008-0011, the approved Revised PFAS Follow-Up Workplan, and incorporating the water supply wells added to the program by the Authority. The next event for sampling and analysis of the five-year Constituent of Concern will not occur during this contract extension.

#### Jolon Road Sanitary Landfill (JRSL) - R3-2007-0022

Groundwater monitoring at the JRSL will continue in accordance with the procedures and schedule currently in place, with the following changes. GLA recently completed the five-year COC event, and calculated new intrawell tolerance limits to incorporate these results. The new results will be incorporated into future monitoring reports and the future groundwater chemistry data will be compared to the newly revised tolerance limits. On January 10, 2022, GLA submitted a request to the RWQCB to abandon wells JR-J17 and JR-J19, citing that well JR-J2 provides sufficient point-of-compliance coverage. As of yet, the RWQCB has not approved the request, and our proposal includes costs to continue monitoring these two wells. If approved, monitoring and reporting costs would be reduced to reflect the reduction in scope. The next event for sampling and analysis of the five-year Constituent of Concern will not occur during this contract extension.

#### Lewis Road Sanitary Landfill (LRSL) - R3-2003-0109

The closed Lewis Road Sanitary Landfill (LRSL) will continue to be monitored in accordance with MRP R3-2003-0109. The next event for sampling and analysis of the 5-year Constituent of Concern is expected to be conducted during the January 2024 monitoring event, and will include sampling of wells LR-11 and LR-12 in will not occur during this contract extension.

#### **ROUTINE MONITORING & REPORTING**

Routine monitoring and reporting for this project involves sampling, laboratory analysis, data analysis and report preparation. For each sampling event, GLA will employ the following strategy:

- 1. GLA will continually strive to identify system redundancies or inefficiencies, bring them to the Authority's attention, and, at the Authority's direction, will pursue approval for system "streamlining" from the CCRWQCB.
- 2. GLA will prepare bottle order forms one to two weeks before sampling is scheduled. Senior staff will review the bottle order for accuracy, comparing the requested analyses and wells to be sampled with the site-specific M&RPs and any additional sampling requests from the Authority or CCRWQCB during previous meetings.
- 3. Prior to sampling, GLA or FSI will notify Authority of the sampling schedule, and obtain access to sampling locations. For the CHSL, GLA will notify each of the residential well

- owners of the sampling schedule and confirm access to each well.
- 4. Sampling will be performed by highly qualified and experienced technicians who will be equipped with all the sampling equipment (e.g., generators, pump "controllers", bailers, Personal Protective Equipment [PPE]) that may be required. Samples will be delivered personally or by appropriate courier to the Authority's contract environmental laboratory (currently Pace Analytical.) using strict chain-of-custody protocols.
- 5. After sampling is completed, access to each sampling site will be secured and left in the same condition as it was found.
- 6. After sampling is completed, GLA senior staff will review the chain-of-custody documentation and compare it with the bottle order and M&RP. If mistakes on the chain-of-custody are identified, GLA will contact the laboratory to clarify the analyses. If the laboratory has already conducted the analyses, and these errors are the result of a mistake by our sampling personnel, then GLA will issue a credit to the Authority for these errors.
- 7. The appropriate chemical analyses of water samples will be completed in accordance with strict quality assurance/quality control (QA/QC) protocols and the analytical results received from the laboratory will be reviewed for QA/QC adequacy within two days of receipt. As soon as the data are available, GLA will complete an initial data review to screen for outliers that might represent laboratory reporting errors. At the same time, GLA will determine whether all required analyses have been completed. If analytes have been omitted or added, GLA will contact the laboratory to rectify these errors. For required analytes that may have been omitted, GLA will request that the analyses be performed if a sufficient sample is available. If non-required analytes have been added, GLA will request that they be removed from the final laboratory report, and will notify the Authority of the additional analyses so that proper payment to the laboratory can be assessed.
- 8. Following receipt of final certificates of analyses, GLA will complete a data validation process, update the historical databases for each well, perform statistical or deterministic evaluation of the data, review the statistical or non-statistical conclusions for historical consistency, notify the Authority's project manager if potential releases are indicated, and prepare monitoring reports for submittal to the RWQCB.
- 9. GLA will continue to maintain a positive working relationship with the Authority and the CCRWQCB so that anomalous water quality results can be discussed prior to submittal of compliance reports, thereby possibly avoiding costly "perfunctory" responses.
- 10. Monitoring system maintenance may also be required for this project. While not a specific work scope item, GLA's sampling team will continue to service dedicated sampling systems, modify well monuments, clear brush around well monuments, and investigate and/or remove well obstructions as necessary to ensure that samples are collected from the appropriate monitoring points according to the project schedule. GLA inspects each well during each sampling event. If problems are identified that require significant modifications, GLA will notify the Authority of the required

modifications and will provide a cost estimate for the repair.

- 11. After the project begins, each Team member will be expected to communicate with the project manager, other Team members, and the Authority as a single cohesive Team. At the end of each monitoring period and prior to submittal of the draft report to the Authority, all work completed during the previous period will be reviewed by senior personnel in order ensure that the draft reports are accurate and responsive. This senior review will also allow for consideration of program enhancements that might be implemented in subsequent monitoring periods.
- 12. Draft reports will be submitted to the Authority approximately one weeks prior to the respective final report submittal deadline. GLA will incorporate the Authority's comments to finalize the report, prepare a transmittal letter for the Authority to sign, and submit the final report to the Authority and the Central Coast RWQCB in accordance with the schedules in each M&RP.
- 13. GLA will continue to comply with State Water Resources Control Board (SWRCB) requirements for the GeoTracker program, including electronic submittal of information and any necessary formatting changes. Currently the CCRWQCB requires no hard copy submittal of the monitoring reports. GLA will provide the CCRWQCB with a digital copy (PDF) on compact disc and will upload the PDF copy of the report, laboratory EDF files, the Geo\_Map file (when updates are made), and the Geo\_Well file (when updates are made) for each monitoring report submittal. As has been the case in the past, groundwater monitoring reports for the residential wells surrounding the CHSL will not be uploaded to Geotracker in order to preserve the privacy of these residents.

#### **NON-ROUTINE SERVICES**

Historical releases have been identified at each of the Authority's landfills, and as a result, all of them are in some form of a corrective action monitoring program. Typically, non-routine services for landfill groundwater monitoring projects develop as the result of new indications of a release from the site. After statistical or deterministic indication of a release, verification sampling is undertaken and the results are compared with the primary sample results to determine if a release has occurred. Once verified, and following Title 27 of the California Code of Regulations, an Evaluation Monitoring Program (EMP) workplan is prepared and implemented to determine the nature and extent of the release. The EMP is followed by the preparation of an Engineering Feasibility Study (EFS) to assess the most effective means for mitigating the release. A CAP is then implemented to physically improve water quality to meet prescribed cleanup goals. Because each of the Authority's landfills is already in corrective action, the focus of the monitoring programs will be to identify and assess changes in chemistries, rather than focus on first indication of a release. If changes are identified and verified, program responses can be directed solely at the changes rather than site-wide characterization and remediation.

Throughout the last 17 years, GLA has gained a tremendous understanding of the water quality, operations, and hydrogeologic conditions at each of the Authority's landfills. This knowledge has allowed us to work with the Authority to assure the CCRWQCB that minor changes in water

quality can be attributed to spatial geochemical variability, slight operational changes, actions by local residents, or other conditions that do not require a "knee-jerk" implementation of verification and evaluation monitoring. As a result, GLA and the Authority have avoided unnecessary verification monitoring at its sites.

Nonetheless, non-routine services may be required during the course of this contract. These services may be related to program changes, monitoring point maintenance, implementing new corrective actions enhancing existing corrective actions, or other assistance. When the Authority determines the need for a significant non-routine service, GLA will prepare a letter proposal and cost estimate outlining the scope of services, our approach to completing the work, the personnel who will be performing the work, project deliverables, and a schedule for completing the work. Upon approval of the proposal by the Authority, GLA will commence the non-routine work.

Based on our knowledge of the sites and the Authority's proposed direction, GLA anticipates the following:

#### **Project Management**

Throughout the contract extension, GLA will support the Authority in meetings with the agencies by preparing agendas, taking meeting notes, and making presentations, as requested. All discussions/meetings with agencies will be documented, as appropriate, by GLA's Project Manager.

As part of Task G3, GLA's Project Manager will be responsible for preparing monthly progress reports, which will accompany invoices for services rendered. The reports will include descriptions of monthly activities performed, activities to be undertaken during the following month, identifiable concerns, and proposed solutions. The Project Manager will also be responsible for:

- Informing the Authority of all significant events
- Making recommendations for resolution of problematic project conditions
- Integrating all project components
- Regular monitoring of progress
- Providing sound technical recommendations
- Quality control audits of reporting, analytical, and monitoring activities
- Developing and maintaining cost-control scheduling, estimating, and status
- Reporting systems necessary to ensure that the project is completed on time and within budget

GLA's Project Manager will be the primary point of contact with the Authority. Any billing inquiries or issues should be directed to the GLA's Project Manager, who will then provide an expeditious response, and will work with the Authority to resolve any issues. Draft invoices will be provided to the Project Manager each month, and will show all charges by task (including hours and rates) for each Team member. These invoices also include a variance analysis,

showing budgets, earned value, and total billed for each task. This information will be compared to the project schedule, and any discrepancies will be addressed and/or corrected.

#### **Site-Specific Sampling Plan**

GLA will continue to adhere to our existing site sampling plan, and will incorporate the PFAS sampling protocols in our Revised PFAS Detection Follow-Up Workplan that was approved by the CCRWQCB. Modifications to the sampling plan will be made, as needed, based on updates or revisions to the site-specific monitoring and reporting programs for each site. GLA expects a new Monitoring and Reporting Program will be developed for the JCSL in response to CCRWQCB adoptions of the General Order R3-2020-0001 for the active landfills in the Central Coast Region. Provisions and requirements in the new MRP for JCSL will be incorporated into the sampling and analysis plan.

#### **Health and Safety Plan**

GLA developed a project-specific Health and Safety (H&S) Plan that was updated in 2017 with the award of the current contract. GLA will review and update the H&S Plan in response to new OSHA on-site work requirements and in response to our internal Injury and Illness Prevention Plan.

#### **Monthly Project Status Table**

As has been our practice, GLA typically includes a monthly summary of routine and non-routine activities and budget status table with our monthly invoices to the Authority. The monthly summaries include significant completed milestones.

#### **General Non-Routine Tasks**

As discussed previously, when the Authority identifies a non-routine service, GLA will prepare a scope, schedule, and cost estimate to perform the service. Minor non-routine work will be rolled into existing routine-task budgets, when possible.

#### **Groundwater Sampling & Analysis**

Approximately one to two weeks prior to mobilization for each sampling event, GLA will order sample containers for the appropriate landfills from the Authority's contract laboratory - currently Pace Analytical. The laboratory will be notified of the number of monitoring points and the appropriate analytical parameter to be analyzed for each sample matrix, and the laboratory will be directed to provide extra containers for collection of appropriate field and equipment blanks.

GLA's sampling personnel will ensure that all sample bottles are "clean-certified" from the laboratory or supplier. Sample containers that appear dirty, used, or otherwise compromised will not be used. Sample bottles containing preservatives will be appropriately marked. Sample shipping containers, coolers, ice packs, and any other materials that may contact sample bottles will be regularly inspected for cleanliness, durability, and functionality. Damaged coolers will not be used, as they may compromise sample integrity.

Single samples will be collected from each monitoring point, and these samples will be analyzed for the monitoring parameters specified in the individual site M&RPs and subsequent changes

to the M&RPs as a result of new well construction, meetings with the RWQCB and specific requests by the Authority, as detailed below.

**Crazy Horse Landfill – Monitoring and Reporting Program No. R3-2013-0016** 

Quarterly Sampling	8 residential wells; grab samples
	2 residential well GAC influent liquid samples
	2 residential well GAC intermediate liquid samples
	2 residential well GAC effluent liquid samples
Semiannual and Annual	47 groundwater monitoring wells
Sampling	1 CAP influent liquid sample (currently off-line)
	1 CAP effluent liquid sample (currently off-line)
	14 piezometer water level measurements
	1 annual leachate grab sample
	1 annual landfill gas condensate sample
Analytical Parameters	VOCs by EPA 8260B
	Total Petroleum Hydrocarbons by EPA 8015M
	Chloride, Nitrate-N, and Sulfate by EPA 300.0
	Alkalinity by SM 2320B
	TDS by EPA 160.1
	Perchlorate by EPA 314.0
	Metals (Iron, Manganese, and Sodium) by EPA 6010B
	Field Parameters (Temperature, pH, Electrical Conductivity,
	Turbidity, and recommended: Dissolved Oxygen, Oxidation
	Reduction Potential)

#### Johnson Canyon Road Landfill – Monitoring and Reporting Program No. R3-2008-0011

Semiannual and Annual	7 groundwater monitoring wells (2 or 3 are typically dry or have too
Sampling	little water to sample)
	3 domestic well grab samples
	1 annual retention basin sediment sample (if the basin sediment is not
	removed before the rainy season)
	1 annual leachate grab sample
	1 annual landfill gas condensate sample
<b>Analytical Parameters</b>	Per- and Polyfluoroalkyl substances by EPA 537
	VOCs by EPA 8260B
	Chloride, Nitrate-N, and Sulfate by EPA 300.0
	Alkalinity by SM 2320B
	TDS by EPA 160.1
	Perchlorate by EPA 314.0
	Manganese by EPA 6010B
	Field Parameters (Temperature, pH, Electrical Conductivity, Turbidity,
	and recommended: Dissolved Oxygen, Oxidation Reduction Potential)

#### Jolon Road Landfill - Monitoring and Reporting Program No. R3-2007-0022

Semiannual and Annual	8 groundwater monitoring wells (JR-J17 and JR-J19 are proposed to
Sampling	be abandoned; RWQCB approval is pending)
	2 piezometers (water level measurements, only)
	1 grab seep sample
	1 annual retention basin liquid grab sample
	1 annual leachate grab sample
Analytical Parameters	VOCs by EPA 8260B
	Total Petroleum Hydrocarbons by EPA 8015M
	Chloride, Nitrate-N, and Sulfate by EPA 300.0
	TDS by EPA 160.1
	Metals (Potassium and Sodium) by EPA 6010B
	Field Parameters (Temperature, pH, Electrical Conductivity,
	Turbidity, Dissolved Oxygen and recommended - Oxidation
	Reduction Potential)

#### **Lewis Road Landfill – Monitoring and Reporting Program No. R3-2003-0109**

Semiannual and Annual Sampling	8 groundwater monitoring wells
	2 piezometers (water level measurements, only, unless other well
	exhibit impacts)
	1 domestic well grab sample
	3 lysimeter samples (lysimeters are typically dry)
Analytical Parameters	VOCs by EPA 8260B
	Total Petroleum Hydrocarbons by EPA 8015M
	Chloride, Nitrate-N, and Sulfate by EPA 300.0
	TDS by EPA 160.1
	Total Organic Carbon by EPA 415.1
	Perchlorate by EPA 314.0
	Metals (Barium, Chromium, Iron, Lead, Manganese, Nickel, Sodium
	and Zinc) by EPA 6010B
	Field Parameters (Temperature, pH, Electrical Conductivity,
	Turbidity, Dissolved Oxygen and recommended - Oxidation
	Reduction Potential)
5-Year Sampling	10 groundwater monitoring wells
(Scheduled for January 2024)	1 domestic well grab sample
	3 lysimeter samples (lysimeters are typically dry)
	Samples would be analyzed for all routine monitoring parameters and all Appendix II constituents specified in the M&RP.

GLA notes that samples collected from the CHSL, JRSL, and JCSL during the second semi-annual 2021 monitoring period were analyzed for Constituents of Concern (COCs) identified in Title 40, Part 258, Appendix II of the Code of Federal Regulations. The next COC sampling event for these three sites is scheduled to occur during the first semi-annual 2026 monitoring event.

Groundwater, leachate, soil-pore liquid, surface water and other media sampling methods are described in our project sampling and analysis plan, and these general procedures have been in use at the Authority's landfill sites since 2005.

#### **Data Evaluation**

<u>Data Validation</u>: The data validation process will include QA/QC review of all field data and laboratory data. The field data validation will include periodic unannounced field audits of the field sampling by the Project Manager and/or Reporting Coordinator to assess the protocols being employed by field personnel at the site for equipment calibration, log book entries, sampling and sample handling, and chain-of-custody procedures. A field audit checklist will be completed to document field investigation compliance with the established protocols to provide valid data. The audit checklist and comments will be reviewed with the Project Manager, Reporting Task Manager, and field personnel as needed, to ensure proper fulfillment of the field program objectives.

Non-field data validation is performed in multiple steps from the time the samples are collected through receipt of the laboratory report and report preparation. Initially, following sample collection, the field sampling crew will provide the field notes and chain-of-custody forms to the Monitoring and Reporting team members for review. The field notes are reviewed for consistency with the historical well data (e.g., water level measurements) and any unusual site conditions. The chain of custody form is reviewed to confirm that it was properly completed, listing the correct analytical program, and is consistent with the site Bottle Order Form. Once the samples have been received by the lab, GLA has established a protocol of data review by accessing the contract laboratory web site. From the web site, each set of samples submitted is displayed with the list of analyses to be performed and the results obtained as the analyses are completed. In this way, GLA can review the project information throughout the laboratory analysis phase of the program and contact the contract laboratory if there are any discrepancies in the data before the final laboratory report is received.

While GLA strives to collect samples that are representative of field conditions, "false positive" indications of release are an expected artifact of large monitoring programs and required statistical analyses. When analytical results indicate that samples have been impacted, the results of the accompanying QA/QC samples will be evaluated to determine if the samples could have been contaminated during the sample collection or analytical processes. When field contamination is suspected, the sampling procedures will be reviewed with the sampling crew and/or analytical laboratory to minimize the potential for a repeat of the error. [For example, if gasoline components are detected in the samples and the field blank, it may be possible that the samples were collected downwind of a gasoline-powered engine, and correction may include verification that samples are collected upwind of a potential contaminant source.]

In the case of suspected laboratory contamination, GLA will review the data to identify possible contaminant sources, and will meet with the analytical laboratory to discuss the historical data and potential false positive results. The laboratory will be required to take appropriate measures to identify the cause of laboratory-related sample contamination, and will be required to implement a program to reduce the possibility of future contamination. In any event, if the "false positive" cannot be readily dismissed, as a result of analytical or field QA/QC procedures, GLA will perform a retest of the monitoring point as required.

<u>Statistical Analyses</u>: Routine statistical analyses are no longer required to evaluate the groundwater chemistry data at the Authority's sites. In lieu of routine statistical analyses, GLA has calculated background or intrawell Concentration Limits for analytes detected in more than

50 percent of samples. Concentration Limits are based on an upper 95 percent tolerance limit, and are periodically reviewed and recalculated based on trends in background data. At a minimum, the Concentration Limits are recalculated once every five years coincident with the COC sampling event. As a result, the Concentration Limits for the LRSL were recalculated in 2019, and the Concentration Limits for the other landfills are being recalculated to include the 2021 COC data. Concentration Limits are calculated using the methods prescribed in the United States Environmental Protection Agency's July 1992, "Statistical Analysis of Ground-Water Monitoring Data at RCRA Facilities – Addendum to Interim Final Guidance." The recalculated Concentration Limits will be presented to the CCRWQCB as a technical memorandum for their review, consideration, and adoption. Subsequent sampling results will be compared to these Concentration Limits. As appropriate, measured concentrations that exceed the respective Concentration Limit are considered a statistical indication of a release, and may require verification retesting as described above.

For analytes that are not frequently detected, the non-statistical VOC and COC Special Analysis, as outlined in SWRCB Resolution 93-62, will also be performed. Since VOCs or other anthropogenic organic compounds are not expected in background/upgradient wells at landfill sites, VOC/COC Special Analysis is a useful deterministic tool to identify a potential release from the landfill. If a new VOC/COC Special "hit" is identified, this information will be transmitted verbally to the Authority Project Manager with a recommendation for retesting, if appropriate. [It should be noted that in some cases (e.g., detection of constituents such as methylene chloride and toluene, which are common laboratory or field-introduced contaminants or detection of previously-identified VOCs), retesting may not be necessary. This conclusion will be reviewed with the Authority and, if appropriate, negotiated with the CCRWQCB.] Similarly, within 24-hours of receipt of the data, the summary tables and supporting data will be reviewed for potential indications of release. If the data suggest evidence of a new release at any well (particularly in the residential water supply wells), this information will be reported to the Authority Project Manager immediately so that appropriate responses (i.e., CCRWQCB notifications and retesting) can be implemented. At the direction of the Authority, GLA can provide verbal notification to the CCRWQCB by phone within the required 24-hour time period. A follow-up letter to provide written documentation and notification of a tentatively identified release to the RWQCB will then be prepared and submitted to the Authority. This notice will include a summary of the laboratory findings, and a copy of the relevant laboratory analytical report(s). The Authority can then use the letter and laboratory analytical report(s) as a basis for providing the 7-day tentative release notification to the RWQCB required by regulation.

<u>Trend Analyses</u>: Analysis of water quality data trends is an annual reporting requirement for the Authority's landfills. Trend analyses will be performed by plotting the concentrations of chemical constituents over five years or the period of time that a well or probe has been sampled, whichever is less. GLA proposes to continue to use Microsoft™ Excel® to prepare the time-series plots. These charts will be prepared using black and white graphics with distinctive data markers and line patterns for each well or analyte so that the charts can be photocopied with acceptable quality.

GLA proposes the following strategy to prepare time-series plots. GLA will prepare time-series plots comparing background and compliance well data (interwell charts). In general, no more than five data sets will be presented on one chart to maximize presentation clarity. The

historical sample data from each well will be plotted with a unique symbol marking the data point, and the trend lines connecting background well data will be dashed to distinguish it from compliance well data. On these charts, the historical data will also be compared with Federal maximum contaminant levels (MCLs). Concentrations that are below the method detection limit (MDL) will be plotted at one-half of the MDL reported specifically during each monitoring period. Data that are not available will be shown by a break in the trend line. Additional charts may be prepared for VOCs in select wells if it is useful to show the inter-relationships of multiple VOCs that are consumed or produced as a result of reductive dechlorination.

Data trends will be summarized on time-series charts within the annual reports. In analyzing time-series charts, it is important not to describe a trend simply according to the slope of a mathematically calculated data trend line. Rather, it is important to review historical seasonal fluctuations in data, changes in MDLs, and concentration changes that may be the result of a change in laboratory analytical methods or field sampling protocols. As a result, our approach to trend analysis is somewhat qualitative, and it provides a better opportunity to evaluate changes in groundwater by accounting for factors that are not typically accounted for in pure mathematical approaches. Significant increasing or decreasing trends will be described in detail following the summary table, with the level of discussion particularly enhanced when changes in historical trends appear to be developing.

Constituents of Concern (COC) Evaluation: The COC analytes typically include an extended list of VOCs, SVOCs, pesticides, herbicides, 17 metals, sulfide, and cyanide as defined in 40 CFR Part 258. COC testing is required at least once every five years unless a new release is indicated, in which case COC testing must be performed within 90 days of determining the release. The next COC testing is required at the LRSL in 2024 (during this contract extension), and at the CHSL, JCSL, and JRSL in 2026 (after this contract extension).

Once COC data are received, a list of routine monitoring parameters will be developed based on analytes that show statistically significant differences between background and downgradient concentrations. In addition, since none of the organic compounds on the COC list occurs naturally in groundwater, their presence alone would indicate an anthropogenic source that might include the landfill. Most of these organic compounds are mobile in groundwater and as a result, GLA would anticipate adding any organic constituents that are detected during the COC analysis to the list of routine monitoring parameters. The following procedures will be followed before recommending any addition to the routine list of monitoring parameters:

- If a new organic compound is detected in a sample, two retest samples will be collected and analyzed to verify its presence.
- If the organic compound is not detected in both of the retest samples, then a false positive detection will be concluded for the primary sample, and the organic compound will not be added to the list of routine monitoring parameters.
- If the organic compound is detected in one or both of the retest samples, then the primary detection is confirmed, and GLA would recommend adding the compound to the routine list of monitoring parameters.

<u>Prepare Water Quality Protection Standards</u>: Section 20390 of 27 CCR requires development of a water quality protection standard (WQPS) for each landfill. The WQPS includes a list of the

COCs, the Concentration Limits, the point of compliance and all monitoring points at the site. The WQPS applies during the active life of a landfill, the closure period, the post-closure maintenance period, and during any compliance period.

If additional background wells are installed at any of the Authority's sites, data from the new background wells will be combined with other background well data to calculate a revised WQPS. Interwell comparisons require that an upper 95 percent confidence interval (tolerance limit) be established for each analyte for the background monitoring well. For intrawell testing, the tolerance limit can be used to establish Concentration Limits for each analyte in each monitoring well.

#### **Report Preparation**

Routine landfill monitoring reports will be prepared for each of the Authority's landfills in accordance with RWQCB requirements, and the Authority's requests to include site-specific information. Each report will also contain information required by the individual site WDRs, including:

- Transmittal letter/executive summary
- Table of contents
- Site introduction
- Sampling and analysis plan
- Laboratory analyses and QA/QC results
- Descriptions of sampling and analytical procedures and parameters
- Discussion of statistical and/or non-statistical data evaluation
- Historical groundwater elevation data
- A groundwater elevation contour map
- Historical tables and time-series charts of laboratory test results for each well
- Summary tables of analytical results for the reporting period(s)
- A discussion of the results of the water quality monitoring event and the facility's compliance status
- Discussion of corrective action systems and corrective action results, as appropriate for each site
- Operations and maintenance reports, as appropriate, for each site's landfill gas and leachate collection system
- Site monitoring and maintenance information, including rainfall data, standard observations, waste intake, and other site-specific observational records
- Final cover system performance information and post-closure settlement maps, as appropriate

Other information that the Authority or RWQCB request to be included

Each report will contain a site location map and groundwater equipotential contour map(s). In addition, the report for the CHSL will contain figures illustrating contaminant distribution at the site. All report figures will be rendered in AutoCAD.

As required, the monitoring reports will also integrate data collected and reports prepared by Authority staff and other consultants (e.g., "general observations", copies of regulatory agency inspection reports, copies of the diversion and drainage facilities inspection and evaluation logs, landfill gas monitoring reports, etc.). Supplementary data regarding storm water monitoring, landfill gas monitoring, leachate control systems, and corrective action systems will be evaluated during every monitoring period in relation to the concentration(s) and distribution of groundwater impacts. Landfill gas, in particular, is a likely source of most of the volatile organic compounds detected in groundwater samples, and changes in the behavior of landfill gas are often a precursor to changes in groundwater quality.

Prior to submittal of any work product to the Authority, GLA will provide comprehensive senior peer review of all deliverable technical documents. In addition, we expect that the Authority will approve all project work scopes and will also review all deliverables in draft form so that final submittals are responsive to the Authority's needs. Draft copies of monitoring reports will be submitted to the Authority approximately one to two weeks prior to required RWQCB submittal dates. As requested, final reports will be provided to the Authority as PDF files on a CD. In addition, GLA will provide the Authority with a hard copy of the report, whenever requested. If requested at any time, GLA will also provide the Authority with the report in original Microsoft® WORD format and the report tables in Microsoft® EXCEL format.

As indicated in Section 3.2, GLA will comply with all requirements of the SWRCB GeoTracker program. Following each sampling event, GLA will prepare the site-specific report and save all of the text, figures and tables into PDF files for uploading to GeoTracker. In addition, the laboratory will prepare the data into a specific electronic data file, which will be transmitted to GLA for uploading to GeoTracker under the site's I.D. number.

**Summary of Landfill Semiannual Reporting Schedule** 

Landfill	Reporting Frequency	Semi-Annual RWQCB Due-Date	Semi-Annual + Annual RWQCB Due-Date
Crazy Horse *	Semi-Annual with Annual Summary	July 31	January 31
Johnson Canyon	Semi-Annual with Annual Summary	August 31	February 28
Jolon Road	Semi-Annual with Annual Summary	September 30	March 31
Lewis Road	Semi-Annual with Annual Summary	October 31	April 30

<sup>\*</sup> In addition, quarterly residential well reports are transmitted to each resident, to the Authority, and to the RWQCB by April 30<sup>th</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 30<sup>th</sup>.

These report submittal dates are based on site-specific M&RP requirements as well as modifications to these schedules as agreed upon by the Authority and the CCRWQCB.

#### **Project Cost Estimate**

Project costs are estimated based on our experience providing these same services to the Authority over the last 17 years. We have adjusted our labor hours based on the amount of time and expenses that are typically required to complete the routine monitoring, reporting, and administrative tasks. GLA notes that recent rises in inflation have affected our internal costs, and we have endeavored to maintain our billing rates to be consistent with the billing rates currently employed on other contracts with the Authority. As is our practice, GLA will be the Authority on a time and materials basis according to the rates for services as described in Tables 1 through 5, attached.

#### **CONCLUSION**

GLA appreciates the opportunity to continue to provide our services to the Authority. If you have any questions regarding this proposal or the cost estimate, please do not hesitate to call me at 858.864.2584.

**Geo-Logic Associates** 

John M. Hower, PG, CEG

Principal Geologist, Senior Vice President

### PROJECT COST ESTIMATE FOR JULY 2022 TO JUNE 2024 GROUNDWATER MONITORING AND REPORTING SERVICES FOR SALINAS VALLEY SOLID WASTE AUTHORITY LANDFILLS

	Principal Geologist/ Engineer	Project Geologist/ Engineer	Staff Geologist/ Engineer	CADD Designer	Clerical	Total Hours	Total Labor Cost	Miscellaneous Expenses	Field Solutions Inc.	Total Expenses	P	Total Project Costs
Unit Rate	hr. \$230	hr. \$155	hr. \$115	hr. \$115	hr. \$85			<b>2%</b> of labor	hr. \$1			
TASK G1 - SITE SPECIFIC SAMPLING AND ANALYSIS PLAN	G	LA offers this se	ervice at no cos	t to the Author	ity						\$	-
TASK G2B - PROJECT HEALTH AND SAFETY PLAN	G	LA offers this se	ervice at no cos	to the Author	ity					_	\$	-
TASK G3 - MONTHLY PROJECT STATUS TABLE	24					24	\$5,520	\$110		\$110	\$	5,630
TASK G4 - GENERAL NON-ROUTINE SERVICES	GLA to	develop non-ro	outine project s	pecific cost est	imates.							
TASK M1 - MONITORING AT THE CRAZY HORSE SANITARY LANDFILL	2.25		8			10.25	\$1,438	\$29	\$67,410	\$67,439	\$	68,876
TASK M2 - MONITORING AT THE JOHNSON CANYON ROAD SANITARY LANDFILL	1		4			5	\$690	\$14	\$14,700	\$14,714	\$	15,404
TASK M3 - MONITORING AT THE JOLON ROAD SANITARY LANDFILL	1		4			5	\$690	\$14	\$17,860	\$17,874	\$	18,564
TASK M4 - MONITORING AT THE LEWIS ROAD SANITARY LANDFILL	1.25		5			6.25	\$863	\$17	\$16,750	\$16,767	\$	17,630
TASK R1 - REPORTING FOR THE CRAZY HORSE SANITARY LANDFILL	8	26	349	33	18	434	\$51,330	\$1,028		\$1,028	\$	52,358
TASK R2 - REPORTING FOR THE JOHNSON CANYON SANITARY LANDFILL	3	8.5	112	8	7	138.5	\$16,403	\$328		\$328	\$	16,731
TASK R3 - REPORTING FOR THE JOLON ROAD SANITARY LANDFILL	3	10	112	8	8	141	\$16,720	\$335		\$335	\$	17,055
TASK R4 - REPORTING FOR THE LEWIS ROAD SANITARY LANDFILL	3	13.5	136	8	8	168.5	\$20,023	\$401		\$401	\$	20,423
Total Estimated Hours	46.5	58	730	57	41	933			116720		Pro	ject Cost
Total Estimated Cost	\$10,695	\$8,990	\$83,950	\$6,555	\$3,485		\$113,675	\$2,276	\$116,720	\$118,996	\$23	32,671



### ESTIMATED PROJECT COSTS - GENERAL TASKS SVSWA GROUNDWATER MONITORING SERVICES PROPOSAL JULY 2022 TO JUNE 2024

Rate			20	22			2023												2024							
ľ	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Totals	
	-																		-							
Task G1 - Site-Specific Sampling and Analysis Plan										GLA offe	ers this serv	rice at no co	ost to the A	uthority											\$0	
and Safety Plan  GLA offers this service at no cost to the Authority														\$0												
\$ 230	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	
\$ 155	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
\$ 115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
\$ 115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
\$ 85	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$230	\$5,520	
2%	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$110	
	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$235	\$5,630	
			\$1,4	408								\$2,8	<b>315</b>					•			\$1,4	108				
•	5 155 5 115 6 115 6 85	3 230 1 3 155 0 3 115 0 3 115 0 3 85 0 \$230 2% \$5	\$ 230 1 1 \$ 155 0 0 \$ 115 0 0 \$ 115 0 0 \$ 230 \$230 2% \$5 \$5	\$ 230	\$ 230	\$ 230	\$ 230	\$\begin{array}{c c c c c c c c c c c c c c c c c c c	\$\begin{array}{c c c c c c c c c c c c c c c c c c c	\$\begin{array}{c c c c c c c c c c c c c c c c c c c	GLA ofference of the control of the	GLA offers this server of the	GLA offers this service at no constitution of the constitution of	GLA offers this service at no cost to the A  GLA offers this servi	GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  GLA offers this s	GLA offers this service at no cost to the Authority  GLA offers this service at no co	GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  1	GLA offers this service at no cost to the Authority  GLA offers this service at no co	GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority  GLA offers this service at no cost to the Authority  The Authority	GLA offers this service at no cost to the Authority  GLA offers this service at no co	GLA offers this service at no cost to the Authority  GLA offers this service at no co	GLA offers this service at no cost to the Authority  GLA offers this service at no co	GLA offers this service at no cost to the Authority    Signature   Signature	GLA offers this service at no cost to the Authority    Signature   Signature	GLA offers this service at no cost to the Authority  GLA offers this service at no co	

GENERAL TASKS TOTAL: \$5,630



### ESTIMATED PROJECT COSTS - GROUNDWATER MONITORING TASKS SVSWA GROUNDWATER MONITORING SERVICES PROPOSAL JULY 2022 TO JUNE 2024

Work Task Rate			20	022								20	)23								20	)24			Task
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Totals
Task M1 - Crazy Horse Sanitary Landfill																								•	
Principal Engineer/Geologist \$ 230	0.25		0.25			0.25			0.25			0.25			0.25			0.25			0.25			0.25	2.25
Project Engineer/Geologist \$ 155																									0
Staff Engineer/Geologist \$ 115	1		1			1			1			1			1			1			1				8
CADD Draftsman \$ 115	0																								0
Word Processor \$ 85	0																								0
Labor Total	\$173	\$0	\$173	\$0	\$0	\$173	\$0	\$0	\$173	\$0	\$0	\$173	\$0	\$0	\$173	\$0	\$0	\$173	\$0	\$0	\$173	\$0	\$0	\$58	\$1,438
General Expenses 29	6 \$3	\$0	\$5	\$0	\$0	\$3	\$0	\$0	\$3	\$0	\$0	\$3	\$0	\$0	\$3	\$0	\$0	\$3	\$0	\$0	\$3	\$0	\$0	\$1	\$30
Field Solutions, Inc. \$ 1	15225			1470			15540			1,470			15225			1470			15540			1470			\$67,410
Total Expenses	\$15,228	\$0	\$5	\$1,470	\$0	\$3	\$15,540	\$0	\$3	\$1,470	\$0	\$3	\$15,225	\$0	\$3	\$1,470	\$0	\$3	\$15,540	\$0	\$3	\$1,470	\$0	\$1	\$67,440
Monthly Total	\$15,401	\$0	\$178	\$1,470	\$0	\$176	\$15,540	\$0	\$176	\$1,470	\$0	\$176	\$15,225	\$0	\$176	\$1,470	\$0	\$176	\$15,540	\$0	\$176	\$1,470	\$0	\$59	\$68,878
Yearly Task Totals			\$17	7,225								\$34	,409								\$17,	,245			
Task M2 - Johnson Canyon Sanitary Landfill																									
Principal Engineer/Geologist \$ 230		0.25						0.25						0.25						0.25				1	1
Project Engineer/Geologist \$ 155																								1	0
Staff Engineer/Geologist \$ 115		1					1	1						1						1					4
CADD Draftsman \$ 115																									0
Word Processor \$ 85																								1	0
Labor Total	\$0	\$173	\$0	\$0	\$0	\$0	\$0	\$173	\$0	\$0	\$0	\$0	\$0	\$173	\$0	\$0	\$0	\$0	\$0	\$173	\$0	\$0	\$0	\$0	\$690
General Expenses 29	6 \$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$14
Field Solutions, Inc. \$ 1			3,675						3,675						3,675						3,675				\$14,700
Total Expenses	\$0	\$3	\$3,675	\$0	\$0	\$0	\$0	\$3	\$3,675	\$0	\$0	\$0	\$0	\$3	\$3,675	\$0	\$0	\$0	\$0	\$3	\$3,675	\$0	\$0	\$0	\$14,714
Monthly Total	\$0	\$176	\$3,675	\$0	\$0	\$0	\$0	\$176	\$3,675	\$0	\$0	\$0	\$0	\$176	\$3,675	\$0	\$0	\$0	\$0	\$176	\$3,675	\$0	\$0	\$0	\$15,404
Yearly Task Totals			\$3,	,851								\$7,	702								\$3,8	851			
Task M3 - Jolon Road Sanitary Landfill	1		1	_	1		1		1	1	1				1						1	1 1			
Principal Engineer/Geologist \$ 230	+	0.25						0.25						0.25						0.25					1
Project Engineer/Geologist \$ 155	+																								0
Staff Engineer/Geologist \$ 115	+	1						1						1						1					4
CADD Draftsman \$ 115	+																								0
Word Processor \$ 85																									0
Labor Total	\$0	\$173	\$0	\$0	\$0	\$0	\$0	\$173	\$0	\$0	\$0	\$0	\$0	\$173	\$0	\$0	\$0	\$0	\$0	\$173	\$0	\$0	\$0	\$0	\$690
General Expenses 29	6 \$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$14
Field Solutios, Inc. \$ 1			4,465						4,465						4465						4,465				\$17,860
Total Expenses		\$3	\$4,465	\$0	\$0	\$0	\$0	\$3	\$4,465	\$0	\$0	\$0	\$0	\$3	\$4,465	\$0	\$0	\$0	\$0	\$3	\$4,465	\$0	\$0	\$0	\$17,874
Monthly Total		\$176	\$4,465	\$0	\$0	\$0	\$0	\$176	\$4,465	\$0	\$0	\$0	\$0	\$176	\$4,465	\$0	\$0	\$0	\$0	\$176	\$4,465	\$0	\$0	\$0	\$18,564
Yearly Task Totals			\$4,	,641			<u> </u>					\$9,	282						<u> </u>		\$4,0	641			
- 1 aaa 1 a 1 B a 1 G 1 a 1 G 1 G 1																									
Task M4 - Lewis Road Sanitary Landfill	0.25	T		T		0.25			T			0.25						0.25						0.25	4.25
Principal Engineer/Geologist \$ 230	+					0.25						0.25						0.25						0.25	1.25
Project Engineer/Geologist \$ 155																									0
Staff Engineer/Geologist \$ 115	+					1	1					1						1						1	5
CADD Draftsman \$ 115  Word Processor \$ 85	+						1			-					-									<del> </del>	0
		ćo	ćo	ćo	ćo	¢172	¢0	ćo	¢0	¢o.	ćo	¢172	¢o.	¢0	¢o.	ćn	¢n.	¢172	ėo.	ćo	ćo	¢n.	¢0	¢172	
Labor Total	\$173 6 \$3	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$173 \$3	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$173 \$3	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$173 \$3	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$173 \$3	\$863 \$17
General Expenses 29 Field Solutions, Inc. \$ 1		ŞU	ŞU	ŞU	ŞU	<b>Ş</b> 5	3940	ŞU	ŞU	ŞU	ŞU	25		ŞU	ŞU	ŞU	ŞU	ŞS		ŞU	ŞU	ŞU	ŞU	د چ	
7	3940	ćo	ćo	ćo	ćo	ća		¢0	ćo	¢0	ćo	ća	3940	¢0	¢0	¢0	¢0	¢2	4930	ćo	ćo	¢0	¢0	¢2	\$16,750
Total Expenses		\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$3	\$3,940	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$3	\$3,940	\$0	\$0 \$0	\$0 \$0	\$0 \$0	\$3	\$4,930	\$0 \$0	\$0 \$0	\$0 \$0	\$0	\$3	\$16,767
Monthly Total		ŞU	\$0	\$0	\$0	\$176	\$3,940	\$0	\$0	\$0	\$0	\$176	\$3,940	\$0	\$0	\$0	\$0	\$176	\$4,930	\$0		\$0	\$0	\$176	\$17,630
Yearly Task Totals	'-		<b>34</b> ,	,292			1					<b>38</b> ,	232						I		\$5,:	100			
GROUNDWATER MONITORING TASKS	TOTAL:			\$120	0,475																				



### ESTIMATED PROJECT COSTS - GROUNDWATER REPORTING TASKS SVSWA GROUNDWATER MONITORING SERVICES PROPOSAL JULY 2022 TO JUNE 2024

Work Task	Rate		•	20	)22								20	)23					•	2024							
21.1.122.1		July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Task Totals	
Task R1 - Crazy Horse Sanitary Landfill		,	10						1 2 2 2	111011011		,			18									,			
Principal Engineer/Geologist	\$ 230	1		0.5			0.5	1		0.5			0.5	1		0.5			0.5	1		0.5			0.5	8	
Project Engineer/Geologist	\$ 155	6		1			1	4		1			1	4		1			1	4		1			1	26	
	\$ 115	75		8			8	70		8			8	70		8			8	70		8			8	349	
CADD Draftsman	\$ 115	3					7.5						7.5						7.5						7.5	33	
Word Processor	\$ 85	2	1			1	2		1			1	2		1			1	2		1			1	2	18	
Li	bor Total	\$10,300	\$85	\$1,190	\$0	\$85	\$2,223	\$8,900	\$85	\$1,190	\$0	\$85	\$2,223	\$8,900	\$85	\$1,190	\$0	\$85	\$2,223	\$8,900	\$85	\$1,190	\$0	\$85	\$2,223	\$51,330	
General Expenses	2%	\$206	\$2	\$24	\$0	\$2	\$44	\$178	\$2	\$24	\$0	\$2	\$44	\$178	\$2	\$24	\$0	\$2	\$44	\$178	\$2	\$24	\$0	\$2	\$44	\$1,027	
Mon	thly Total	\$10,506	\$87	\$1,214	\$0	\$87	\$2,267	\$9,078	\$87	\$1,214	\$0	\$87	\$2,267	\$9,078	\$87	\$1,214	\$0	\$87	\$2,267	\$9,078	\$87	\$1,214	\$0	\$87	\$2,267	\$52,357	
Yearly T	sk Totals			\$14,	,160								\$25	,464								\$12,	732				
Task R2 - Johnson Canyon Sanitary Landfill			T	T	1	_				, ,			T	1				1	T					1	1		
Principal Engineer/Geologist	\$ 230		0.75						0.75						0.75						0.75					3	
Project Engineer/Geologist	\$ 155		2						2					0.5	2						2					8.5	
Staff Engineer/Geologist	\$ 115	8	20					8	20					8	20					8	20					112	
CADD Draftsman	\$ 115	2						2						2						2						8	
Word Processor	\$ 85		2						1						2						2					7	
Labor Total		\$1,150	\$2,953	\$0	\$0	\$0	\$0	\$1,150	\$2,868	\$0	\$0	\$0	\$0	\$1,228	\$2,953	\$0	\$0	\$0	\$0	\$1,150	\$2,953	\$0	\$0	\$0	\$0	\$16,403	
General Expenses	2%		\$59	\$0	\$0	\$0	\$0	\$23	\$57	\$0	\$0	\$0	\$0	\$25	\$59	\$0	\$0	\$0	\$0	\$23	\$59	\$0	\$0	\$0	\$0	\$328	
	thly Total	\$1,173	\$3,012	\$0	\$0	\$0	\$0	\$1,173	\$2,925	\$0	\$0	\$0	\$0	\$1,252	\$3,012	\$0	\$0	\$0	\$0	\$1,173	\$3,012	\$0	\$0	\$0	\$0	\$16,731	
Yearly T	sk Totals			\$4,	185								\$8,	361								\$4,1	185				
Took D2 John Dood Coniton Londfill																											
Task R3 - Jolon Road Sanitary Landfill Principal Engineer/Geologist	\$ 230			0.75						0.75						0.75						0.75				3	
, , , , ,	\$ 250 \$ 155	0.5		2				0.5		2				0.5		2				0.5		2				10	
	\$ 115	0.5	8	20				0.5	8	20				0.5	8	20				0.5	8	20				112	
CADD Draftsman	\$ 115		2						2						2						2					8	
Word Processor	\$ 85			2						2					_	2						2				8	
Labor Total		\$78	\$1,150	\$2,953	\$0	\$0	\$0	\$78	\$1,150	\$2,953	\$0	\$0	\$0	\$78	\$1,150	\$2,953	\$0	\$0	\$0	\$78	\$1,150	\$2,953	\$0	\$0	\$0	\$16,720	
General Expenses	2%	\$2	\$23	\$59	\$0	\$0	\$0	\$2	\$23	\$59	\$0	\$0	\$0	\$2	\$23	\$59	\$0	\$0	\$0	\$2	\$23	\$59	\$0	\$0	\$0	\$334	
Mon	thly Total	\$79	\$1,173	\$3,012	\$0	\$0	\$0	\$79	\$1,173	\$3,012	\$0	\$0	\$0	\$79	\$1,173	\$3,012	\$0	\$0	\$0	\$79	\$1,173	\$3,012	\$0	\$0	\$0	\$17,054	
Yearly T	sk Totals			\$4,	264						,		\$8,	527	•						•	\$4,2	264				
Task R4 - Lewis Road Sanitary Landfill																											
Principal Engineer/Geologist	\$ 230	0.75						0.75						0.75						0.75						3	
Project Engineer/Geologist	\$ 155	3						3		0.5				3		0.5				3		0.5				13.5	
	\$ 115	20		6			14	12		6			14	12		6			14	12		6			14	136	
	\$ 115						2						2						2						2	8	
Word Processor	\$ 85							2						2						2						8	
Labor Total		\$3,108	\$0	\$690	\$0	\$0	\$1,840	\$2,188	\$0	\$768	\$0	\$0	\$1,840	\$2,188	\$0	\$768	\$0	\$0	\$1,840	\$2,188	\$0	\$768	\$0	\$0	\$1,840	\$20,023	
General Expenses	2%		\$0	\$14	\$0	\$0	\$37	\$44	\$0	\$15	\$0	\$0	\$37	\$44	\$0	\$15	\$0	\$0	\$37	\$44	\$0	\$15	\$0	\$0	\$37	\$400	
	thly Total		\$0	\$704	\$0	\$0	\$1,877	\$2,231	\$0	\$783	\$0	\$0	\$1,877	\$2,231	\$0	\$783	\$0	\$0	\$1,877	\$2,231	\$0	\$783	\$0	\$0	\$1,877	\$20,423	
Yearly T	sk Totals			\$5,	750								\$9,	782						\$4,891							
GROUNDWATER REPORTING TASKS TOTAL: \$106,565																										Į.	





#### Report to the Board of Directors

**Date:** June 16, 2022

From: Cesar Zuñiga, Assistant General Manager /

Operations Manager

**Title:** A Resolution Approving Amendment No. 1

Authorizing a Two-Year Extension to the Professional Service Agreement with Social Vocational Services Inc. for Materials

Vocational Services Inc. for Materials
Processing and Litter Abatement at the

Johnson Canyon Landfill

#### ITEM NO. 8

N/A

Finance and Administration Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

**Authority General Counsel** 

#### **RECOMMENDATION**

Staff recommends that the Board adopt the resolution.

#### STRATEGIC PLAN RELATIONSHIP

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

#### **FISCAL IMPACT**

The proposed FY 2022-23 Budget has sufficient funding to cover the diversion services and litter abatement provided by the agreement. The agreement includes all annual increases associated with the State of California minimum wage increases included in the initial two-year terms. The two-year agreement is estimated at \$198,480, which covers two (2) four (4) person crews.

#### **DISCUSSION & ANALYSIS**

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

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

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

Waste Authority's partnership with SVS supports the sustainability goal of providing green job opportunities to all citizens of the Salinas Valley. As a unique community-based service, staff is recommending that the Board make the finding that under Authority Code Section 3.01.130 (3), this continuing service is an exception to competitive bidding requirements.

#### **BACKGROUND**

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

#### **ATTACHMENTS**

- 1. Resolution
- 2. Exhibit A Agreement

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 1 AUTHORIZING A TWO-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH SOCIAL VOCATIONAL SERVICES, INC. FOR MATERIALS PROCESSING AND LITTER ABATEMENT SERVICES AT THE JOHNSON CANYON LANDFILL

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

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

**WHEREAS**, Social Vocational Services, Inc. has provided assistance with diversion activities, janitorial services and litter abatement for the Authority since 2016 and has unique, in-depth knowledge of the Authority's operations; and,

**WHEREAS**, the 2020 professional services agreement allows for up to two (2) one (1) year extensions; and,

**WHEREAS**, the Authority is satisfied with Social Vocational Services, Inc. services and wishes to exercise a two (2) year extension; and,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute Amendment No. 1 a Two-Year Extension to the professional services agreement with Social Vocational Services, Inc. for Materials Processing and Litter Abatement Services at the Johnson Canyon Landfill as attached hereto and marked "Exhibit A."

Erika J. Trujil	lo, Clerk of the Board	Roy Santos, Authority General Counsel
ATTEST:		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	



#### **EXHIBIT A**

#### **AMENDMENT NO. 1**

FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
SOCIAL VOCATIONAL SERVICES, INC.
FOR MATERIALS PROCESSING AND LITTER ABATEMENT AT

THE JOHNSON CANYON LANDFILL

This amendment made and entered into this 16th day of June 2022 by and between

This amendment made and entered into this <u>16<sup>th</sup></u> day of <u>June 2022</u> by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and AdManor, Inc. (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on June 18, 2020. The initial term of the agreement expired June 30, 2022 with two (2) optional one (1) year extensions.

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

#### 1. Completion Schedule

The Authority and Consultant hereby mutually agree to extend the agreement for an additional two-year term effective July 1, 2022 and ending June 30, 2024.

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

#### SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:
Dated:
Roy Santos Authority General Counsel
CONSULTANT:
Social Vocational Services, Inc
(Printed Name/Title)
Dated:



#### Report to the Board of Directors

**Date:** June 16, 2022

From: Cesar Zuñiga, Assistant General Manager /

Operations Manager

**Title:** A Resolution Approving Amendment No. 1

Authorizing a Two-Year Extension to the Professional Service Agreement with Hope Services Inc. for Materials Processing and Litter Abatement at the Sun Street Transfer Station or

the Johnson Canyon Landfill

#### ITEM NO. 9

N/A

Finance Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

#### **RECOMMENDATION**

Staff recommends that the Board adopt the resolution.

#### STRATEGIC PLAN RELATIONSHIP

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

#### FISCAL IMPACT

The proposed FY 2022-23 Budget has sufficient funding to cover the diversion services and litter abatement provided by the agreement. The agreement allows a Consumer Pricing Index (CPI) increase up to three percent. A change in the State of California minimum wage law which takes place on January 1, 2023, will also increase the hourly rates provided by Hope Services by \$1.00 per hour. These increases will be budgeted into the 2023-24 budget. The two-year agreement for an amount of \$337,400.

#### **DISCUSSION & ANALYSIS**

The Sun Street Transfer Station continues to see an increase in daily customer trips, which requires an increase effort to identify loads rich in recycling. Once the Sun Street Transfer Station closes and diversion services are shifted to Madison Lane Transfer Station the Hope Services crew will shift to the Johnson Canyon Landfill to provide their services for the landfill which continues to see a rise in self haul customer trips. The partnership with Hope Services allows the facility staff to concentrate on public services by assisting with both litter abatement and some diversion activities at the facilities. The Hope Services crew has been an integral part of this on-going successful recovery of these materials. The service agreement with Hope Services Inc., requires a crew of five (5) workers (4) full-time and one (1) trained supervisor.

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

Hope Services is a non-profit agency in Monterey County fully dedicated to serving the disabled community by providing job skill development and job placement. The Salinas Valley Solid Waste Authority's partnership with Hope Services supports the sustainability goal of providing green job opportunities to all citizens of the Salinas Valley. As a unique community based service, staff is recommending that the Board make the finding that under Authority Code Section 3.01.130 (3), this continuing service is an exception to competitive bidding requirements.

#### **BACKGROUND**

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

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

#### **ATTACHMENTS**

- 1. Resolution
- Exhibit A Amendment No. 1

#### **RESOLUTION NO. 2022 -**

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 1 AUTHORIZING A TWO-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH HOPE SERVICES, INC. FOR MATERIALS PROCESSING AND LITTER ABATEMENT SERVICES AT SUN STREET TRANSFER STATION OR JOHNSON CANYON LANDFILL

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

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

**WHEREAS**, the 2020 professional services agreement allows for up to two (2) one (1) year extensions; and,

**WHEREAS**, the Authority is satisfied with HOPE Services Inc services and wishes to exercise a two (2) year extensions; and,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute Amendment No. 1 authorizing a Two-Year extension to the professional services agreement with Hope Services, Inc. for Materials Processing and Litter Abatement Services at Sun Street Transfer Station or Johnson Canyon Landfill, 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 16th of June of 2022, by the following vote:

Erika J. Trujil	lo, Clerk of the Board	Page 3 of 4	Roy C. Santos, Authority General Counsel Item 9 – Hope Services Amendment
ATTEST:			APPROVED AS TO FORM:
			Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:		
ABSENT:	BOARD MEMBERS:		
NOES:	BOARD MEMBERS:		
AYES:	BOARD MEMBERS:		



#### **AMENDMENT NO. 1**

FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
HOPE SERVICES, INC.

FOR MATERIALS PROCESSING AND LITTER ABATEMENT AT THE SUN STREET TRANSFER STATION OR THE JOHNSON CANYON LANDFILL

This amendment made and entered into this 16th day of June 2022 by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and HOPE Services, Inc. (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on June 18, 2020. The initial term of the agreement expires June 30, 2022 with two (2) optional one (1) year extensions.

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

#### 1. Completion Schedule

The Authority and Consultant hereby mutually agree to extend the agreement for an additional two-year term effective July 1, 2022 and ending June 30, 2024.

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

#### SALINAS VALLEY SOLID WASTE AUTHORITY:

	APPROVED AS TO FORM:
Dated:	Dated:
R. Patrick Mathews General Manager/CAO	Roy Santos Authority General Counsel
ATTEST:	CONSULTANT:
Erika J. Trujillo, Clerk of the Board  Dated:	HOPE Services, Inc
	(Printed Name/Title) Dated:

ITEM NO. 10

N/A

Finance and Administration Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

**Date:** June 16, 2022

From: Janna Faulk, Recycling Coordinator

**Title:** A Resolution Approving Amendment No 1. of

the 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 current agreement with SGA will terminate on June 30, 2022; but allows for two (2) additional one (1) year extensions. At this time, the Authority wishes to exercise one (1) of the two (2), one (1) year extensions.

SGA has provided an updated fee schedule (Attachment 1) with slight increases. The increases do not impact the original amount of the professional services agreement, therefore, maintaining the agreement for fiscal year 2022-2023 at \$100,000.

#### **DISCUSSION & ANALYSIS**

During the past fiscal year, Resource Recovery staff has successfully worked with SGA to complete a comprehensive Food Scraps campaign and Tire Amnesty promotion. Staff has been very satisfied with the quality of work and services provided by SGA.

The proposed Scope of Work for projects in the next fiscal year includes the following tasks on an as-needed basis:

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

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

#### **BACKGROUND**

Since 1999, the Authority has contracted with 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.

The Authority put out a competitive Request for Proposals for Media Services in March 2021 and from that process, SGA was selected as the Authority's new marketing consultant. 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.

#### ATTACHMENT(S)

- 1. Resolution
- 2. Exhibit A Amendment No. 1
  - a. Attachment 1- Payment/Fee Schedule

#### **RESOLUTION NO. 2022 -**

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 1 AUTHORIZING A ONE-YEAR EXTENSION TO THE PROFESSIOANL SERVICE AGREEMENT WITH SGA MARKETING FOR MEDIA MARKETING SERVICES

**WHEREAS**, on June 17, 2021 the Salinas Valley Solid Waste Authority Board of Directors adopted Resolution No. 2021-19 approving the professional services agreement with SGA Marketing for media services, terminating June 30, 2022; and,

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

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

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute Amendment No. 1 authorizing a one-year extension to the Professional Services Agreement with SGA Marketing for Media Marketing Services, as attached hereto and marked "Exhibit A."

**BE IT FURTHER RESOLVED**, by the Board of Directors of the Salinas Valley solid Waste Authority, that the updated fee schedule is approved, as attached hereto and marked "Attachment 1".

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 16th day of June 2022, by the following vote:

Erika J. Truji	llo, Clerk of the Board	Roy Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	



#### **EXHIBIT A**

#### **AMENDMENT NO. 1**

FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
SGA Marketing
FOR MARKETING SERVICES

This amendment is made and entered into this <u>1st</u> day of <u>July 2022</u>, by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and SGA Marketing (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on May 26, 2021. The initial term of the agreement expires <u>June 30, 2022</u>. All terms of the aforementioned agreement will continue in force with the exception of the following changes:

#### 1. Completion Schedule

The Authority and Consultant hereby mutually agree to extend the agreement for an additional one-year term effective <u>July 1, 2022 and</u> ending <u>June 30, 2023</u>. This schedule may be extended by mutual agreement of both parties for one (1) optional, one (1) year extension.

#### 2. Compensation Schedule - Exhibit "C-1" - Schedule of Compensation

The Authority and Consultant hereby mutually agree to adopt the new fee schedule as attached hereto and marked "Attachment 1".

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

SALINAS VALLEY SOLID WASTE AUTHORITY:	APPROVED AS TO FORM:
R. Patrick Mathews General Manager/CAO	Roy C. Santos Authority General Counsel
ATTEST:	CONSULTANT: SGA Marketing
Erika J. Trujillo Clerk of the Board	SignatureDate: Printed Name/Title

#### Attachment No. 1



S. Groner Associates, Inc		
2022-2023 FULLY BURDENED HOURLY RATES*		
JOB FU	JNCTION	RATES
Projec	t Director	\$197
Strateg	ic Director	\$181
Projec	t Manager	\$174
Creativ	e Director	\$174
Assistant Pr	oject Manager	\$158
Sr. Grap	nic Designer	\$158
Public Affairs/Med	lia Relations Manager	\$158
Graphi	c Designer	\$137
Project (	Coordinator	\$137
Sr. Research/Survey Manager \$174		\$174
Research/Survey Manager		\$174
Research/Survey Coordinator		\$137
Multimedia Services		\$137
Sr. Project Associate \$127		\$127
Project Specialist \$120		\$120
Copywriter \$1		\$120
Outreach Specialist		\$110
Social Media Coordinator		\$111
Project Administrator		\$137
*Staff billing rates are adjusted annually for each contract year.		
EXPENSES		
Local Mileage	Current Federal Per Diem	Rates
Out of Pocket Expenses	Billed at Cost + 10%	
Translation Costs .20/word		





#### Report to the Board of Directors

**Date:** June 16, 2022

**From:** Brian Kennedy, Engineering and Environmental

Compliance Manager

**Title:** A Resolution Approving Amendment No. 1

Authorizing an Extension to the Professional Service Agreement with Vision Engineering for

Construction Quality Assurance Services

#### ITEM NO. 11

N/A

Finance Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

**Authority General Counsel** 

#### **RECOMMENDATION**

Staff recommends that the Board adopt the resolution.

#### STRATEGIC PLAN RELATIONSHIP

The agreement is not related to any strategic plan goals but is a crucial part of the day to day and long-term operations and compliance at the Johnson Canyon Landfill.

#### **FISCAL IMPACT**

CIP 9505 has sufficient funding to cover this contract change order.

#### **DISCUSSION & ANALYSIS**

In May of 2020, the Authority received concurrence from the Regional Water Quality Control Board (RWQCB) for an alternative closure design for the Johnson Canyon Landfill. This alternative design consists of an Evapotranspiritive cover system that utilizes thick placement of approved soil materials as an alternative to a flexible membrane liner landfill cap. This cover design saves significant amounts of construction costs, beneficially uses the enormous soil overburden at the site, and allows internal staff to perform much of the construction duties as time permits.

As part of the RWQCB approval, third-party Construction Quality Assurance is required to ensure that the work performed meets the requirements of the design. Vision Engineering was selected to perform this work as they have previous experience working on Johnson Canyon Engineering projects, and as a small firm the costs and overhead are reduced and they are very flexible to construction schedules. While the annual cost estimate is lower than the \$50,000 signature authority of the General Manager, this extension will put the aggregate total for the next 3 years over this amount.

#### **BACKGROUND**

Like many landfills, Johnson Canyon is constructed incrementally in lined sections, or cells. To meet Federal, State and local design and compliance mandates, these modules are constructed in such a way as to minimize risks to the environment. Construction includes engineered and compacted subgrades, synthetic liners, covers,

and other design factors that necessitate the use of highly specialized and experienced consulting engineers to interpret the regulation and gain approval from appropriate agencies for the design. Vision Engineering is performing the Construction Quality Control requirements for the rolling closure of Phase 1 and Phase 2 of the closure project.

#### **ATTACHMENTS**

- 1. Resolution
- 2. Exhibit A Amendment No. 1

#### **RESOLUTION NO. 2022 -**

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 1 AUTHORIZING AN EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH VISION ENGINEERING FOR JOHNSON CANYON CLOSURE PROJECT CONSTRUCTION QUALITY ASSURANCE THROUGH JUNE 30, 2025

**WHEREAS**, on May 4, 2020 the Authority received approval for an alternative closure design from the Regional Water Quality Control Board; and

**WHEREAS**, part of this approval requires the use of a third-party to perform the required construction quality assurance program; and,

**WHEREAS**, the Authority entered an agreement with Vision Engineering to perform this work;

**WHEREAS**, the contracts terms require an amendment to exercise the optional three one-year extensions; and,

**WHEREAS**, the Authority is satisfied with Vision Engineering services and wishes to extend the Professional Services Agreement for remaining three optional one-year terms through June 30, 2025; and,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/Chief Administrative Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute Amendment No. 1 authorizing the extension of the Professional Services Agreement with Vision Engineering attached hereto and marked "Exhibit A", through June 30, 2025 and reflecting the correct contractual terms.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 16th of June 2022, by the following vote:

Erika J. Truji	llo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	



#### **EXHIBIT A**

#### **AMENDMENT NO. 1**

OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND

#### VISION ENGINEERING

#### FOR

#### **CONSTRUCTION QUALITY ASSURANCE SERVICES**

This amendment, is made and entered into this 16th day of May 2022, by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and Vision Engineering (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on <u>August 1, 2021</u>. The initial term of the agreement expires <u>June 30, 2022</u>. All terms of the aforementioned agreement will continue in force with the exception of the following changes:

#### 1. Completion Schedule

Date:

The Authority and Consultant hereby mutually agree to extend the agreement for an additional three(3) one-year terms effective July 1, 2022 and ending June 30, 2025.

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

# SALINAS VALLEY SOLID WASTE AUTHORITY: APPROVED AS TO FORM: R. Patrick Matthews General Manager/CAO AUthority General Counsel Erika J. Trujillo Clerk of the Board CONSULTANT: VISION ENGINEERING Signature Printed Name/Title



#### Report to the Board of Directors

**Date:** June 16, 2022

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

Manager

**Title:** A Resolution Approving Supplemental

Appropriation of \$332,235 for CalRecycle's SB1383 Local Assistance Grant Program 2021-

22

# Finance and Administration Manager/Controller/Treasurer General Manager/CAO R. Santos by E.T. Authority General Counsel

**ITEM NO. 12** 

#### **RECOMMENDATION**

Staff recommends that the Board adopt the resolution.

#### STRATEGIC PLAN RELATIONSHIP

The recommended action supports the Authority's Strategic Goal A: Select and Implement Facilities (e.g., Salinas Area Materials Recovery Center) and Programs that Lead to Achievement of at Least 75% Waste Diversion. This action enables collaborative organics recycling and edible food waste recovery programs to assist member agencies achieve compliance with SB 1383 regulations to divert organic materials from the landfill.

#### FISCAL IMPACT

This non-competitive grant program will provide one-time funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383. The Authority will serve as our member cities consultant for this grant. The funding will be pooled in the Authority's accounting; however, expenditures will be tracked and reported individually for each City for which the Authority administers their funds.

Funds by City (SVSWA)	Amount
Salinas	226,806
Gonzales	20,835
Soledad	35,493
Greenfield	26,964
King City	22,137
Total Funding	\$ 332,235

The FY 2021-22 Budget was adopted in advance of notification of this grant award. Therefore, the budget needs to be amended to include the revenue and its associated expenditures, which is planned to be used as follows:

Grant Budget Items	Budget Amount
Equipment	23,985
Education	131,783
Collection	176,467
Total Funding	\$ 332,235

#### **DISCUSSION & ANALYSIS**

The Authority's member cities, Monterey Regional Waste Management District's (MRWMD) member cities, and Pebble Beach Community Services District (PBCSD) will all be participating in a joint regional approach grant project with their own grant funding to assist with the implementation of regulation requirements associated with SB 1383. The Authority will serve as the consultant for its member cities and provide in-kind contributions through staff time and grant administration, and Blue Strike Environmental will be serving as the consultant for MRWMD member cities and PBCSD. The County of Monterey submitted a separate application and will be administering their own funds.

Although separate applications were submitted, the combined regional approach amount totals \$555,447. The combined regional approach grant funding will be used as follows:

Regional Grant Budget	SVSWA	District
Administration	\$ 0 (in-kind)	\$ 74,880
Equipment	23,985	6,015
Education	131,783	73,372
Collection	176,467	68,945
Total Funding	\$ 332,235	\$ 223,212

#### Equipment:

- Purchase equipment/supplies for Edible Food Recovery facilities to support increased edible food recovery
- Residential food waste kitchen pails (SVR cities only)

#### **Education:**

- Support Edible Food Recovery capacity planning coordination
- Support Edible Food Recovery program planning, design, outreach, and education
- Develop a technical app to support edible food recovery & fund subscriptions
- Fund local food mover database population services
- Fund local food mover subscription, setup, and integration
- Fund transportation App integration
- Resident and Business outreach and education

#### Collection:

- Incentivize procurement of compost/mulch
- Fund compost/mulch transport and spread

#### **BACKGROUND**

When funding became available, the Authority and MRWMD commenced discussions on submitting a regional application with regional programs to benefit the entire county. During the application process, CalRecycle notified that a regional application could not be submitted, and 13 individual applications were submitted maintaining a regional approach.

The Authority, acting as the consultant, submitted five (5) applications on behalf of its member cities, the County of Monterey submitted its own separate application. Blue Strike Environmental, serving as MWRMD member cities and Pebble Beach Community Service District consultant submitted eight (8) applications. In order to receive first round funding, grant award was conditioned on the cities' adoption of an enforceable ordinance by April 1, 2022, which all cities did, which granted the cities additional funds.

#### ATTACHMENT(S)

1. Resolution

#### **RESOLUTION NO. 2022 -**

### A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A SUPPLEMENTAL APPROPRIATION OF \$332,235 FOR CALRECYCLE'S SB1383 LOCAL ASSISTANCE GRANT PROGRAM 2021-22

**WHEREAS**, on April 15, 2021, the Board of Directors of the Salinas Valley Solid Waste Authority approved the Fiscal Year 2021-22 Operating Budget; and,

**WHEREAS**, CalRecycle issued notice of funding award for the SB1383 Local Assistance Grant Program 2021-22 after the approval of the Authority's Fiscal Year 2021-22 Budget; and,

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Salinas Valley Solid Waste Authority that a Supplemental Appropriation of \$332,235 for CalRecycle's SB1383 Local Assistance Grant Program 2021-22 is hereby approved; and,

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

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 16th day of June 2022, by the following vote:

Erika J. Truiil	lo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	



#### Report to the Board of Directors

**Date:** June 18, 2022

From: R. Patrick Mathews, General Manager/CAO

**Title:** A Resolution Making Findings Related to the

Continued Existence of a State of Emergency

Due to Covid-19 and Re-Authorizing the Conduct of Public Meetings of the Legislative

Bodies of the Authority Via Remote

Teleconferencing for a 30-Day Period Pursuant to the Ralph M. Brown Act as Amended by

Assembly Bill No. 361

#### ITEM NO. 13

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

**Authority General Counsel** 

#### **RECOMMENDATION**

Staff recommends that the Board approve the Resolution authorizing the conduct of public meetings of the legislative bodies of the Authority via remote teleconferencing.

#### STRATEGIC PLAN RELATIONSHIP

This item does not relate to the Board's Strategic Plan but does however reflect one of the Authority's key core values to be "Fiscally Prudent."

#### **FISCAL IMPACT**

No fiscal impact.

#### **DISCUSSION & ANALYSIS**

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 allows legislative bodies to continue to utilize remote/virtual platforms for meetings. To implement remote meetings under AB 361, one of three criteria must be met at the time the Authority is holding a meeting during a proclaimed state of emergency by the Governor that includes area within the jurisdictional boundaries of the Authority:

- State or local officials have imposed or recommended measures to promote social distancing; or
- For the purpose of determining, by majority vote, whether as a result of the state
  of emergency, meeting in person would present imminent risks to the health or
  safety of attendees; or
- The Board of Directors has previously determined, by majority vote, that, as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees.

In other words, the Board of Directors can meet remotely under AB 361, during a declared state of emergency that includes the Authority, if the Board of Directors determines that one of the following is also true:

- State or local officials have imposed or recommended social distancing; or
- The Salinas Valley Solid Waste Authority holds a remote meeting to determine by a majority vote whether to hold remote future meetings: or
- The Salinas Valley Solid Waste Authority holds a meeting having already determined by a majority vote to hold remote meetings.

If one of these three criteria is met, then the Salinas Valley Solid Waste Authority can conduct meetings remotely via Government Code sections 54953(e) et seq. For the first and second conditions, the Salinas Valley Solid Waste Authority must determine, by majority vote and by adoption of a resolution, the grounds for electing to continue with remote meeting procedures.

The Authority has considered the existing conditions of the state of emergency in the State of California, County of Monterey and the Authority and, consistent with the provisions of Government Code section 54953(e), finds and determines that: (1) a proclaimed state of emergency and a proclaimed local emergency related to COVID-19 are both currently in effect and persist in the jurisdictional boundaries of the Authority; and (2) State, local and CDC officials have recommended measures to promote social distancing in connection with the COVID-19 emergency.

#### **BACKGROUND**

In March of 2020, at the onset of the COVID-19 pandemic, Governor Newsom enacted Executive Order N-25-20 allowing legislative bodies to meet using remote/virtual platforms pursuant to health orders. Since that time several other Executive Orders were issued that waived Brown Act requirements for the Board of Directors of the Salinas Valley Solid Waste Authority, staff, or the public to appear in person for meetings.

These executive orders allowed the Board of Directors, and other committees to modify how meetings were conducted to ensure both the health and safety of staff and the public, while ensuring the transparency and accessibility for open and public meetings.

#### ATTACHMENT(S)

1. Resolution

#### **RESOLUTION NO. 2022 -**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND RE-AUTHORIZING THE CONDUCT OF PUBLIC MEETINGS OF THE LEGISLATIVE BODIES OF THE AUTHORITY VIA REMOTE TELECONFERENCING FOR AN INITIAL 30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361

**WHEREAS**, the Board of Directors of the Salinas Valley Solid Waste Authority ("Authority") are committed to preserving and nurturing public access and participation in meetings of the legislative bodies (as that term is defined in Government Code section 54952, including commissions, boards and committees subject to the Brown Act) of the Authority (collectively, the "Legislative Bodies"); and

**WHEREAS**, all meetings of the Legislative Bodies are open and public as required by the Ralph M. Brown Act, codified as Government Code sections 54950 et seq., so that any member of the public may attend, participate, and observe the Legislative Bodies conduct their business; and

WHEREAS, the Brown Act, at Government Code section 54953(e), as amended by Assembly Bill (AB) 361 effective October 1, 2021, makes provision for remote teleconferencing participation in public meetings by members of a Legislative Body without compliance with the provisions of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition under Government Code section 54953(e) is that the meeting is held during a state of emergency that has been declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation can be made under circumstances including conditions when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the Authority's boundaries, caused by natural, technological, or human-caused disasters

**WHEREAS**, it is further required that state or local officials continue to impose or recommend measures to promote social distancing, or that the legislative body is meeting to determine or has previously determined that meeting in person would present imminent risks to the health or safety of attendees; and

**WHEREAS**, starting in March 2020, in response to the spread of COVID-19 in the State of California, the Governor proclaimed a state of emergency for the State of California and thereafter issued a number of executive orders aimed at containing COVID-19; and

**WHEREAS**, in March of 2020, the Authority adopted Resolution declaring and 01255.0022/789363.1

proclaiming the existence of a local emergency in the Authority in response to COVID-19. The Legislative Bodies have since conducted many of their meetings via remote teleconferencing consistent with the declaration of local emergency and executive orders issued by the Governor; and

WHEREAS, the Governor's proclaimed state of emergency, the County of Monterey's proclaimed local emergency and the Authority's proclaimed local emergency related to COVID-19 remain in effect and encompass the jurisdictional boundaries of the Authority. State of California and County of Monterey Public Health officials have recommended measures to promote social distancing, and the Centers for Disease Control and Prevention ("CDC") continue to recommend physical distancing; and

WHEREAS, the Authority as a consequence of the persisting state of emergency and the recommended social distancing measures, the Legislative Bodies may conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of Government Code section 54953, and that the Legislative Bodies may comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Government Code section 54953; and

WHEREAS, consistent with AB 361, during the effectiveness of this Resolution, the Legislative Bodies and their staff may choose to avail themselves with AB 361 and give notice of the manner by which members of the public may access the Legislative Bodies' meetings and offer public comment; identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option; and allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the Legislative Body directly.

**NOW, THEREFORE**, the Board of Directors of the Salinas Valley Solid Waste Authority do hereby resolve as follows:

**SECTION 1.** The foregoing recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** The Authority has considered the existing conditions of the state of emergency in the State of California, County of Monterey and the Authority and, consistent with the provisions of Government Code section 54953(e), hereby finds and determines that: (1) a proclaimed state of emergency and a proclaimed local emergency related to COVID-19 are both currently in effect and persist in the jurisdictional boundaries of the Authority; and (2) State, local and CDC officials have recommended measures to promote social distancing in connection with the COVID-19 emergency.

**SECTION 3.** The Board of Directors of the Salinas Valley Solid Waste Authority hereby acknowledges and affirms the continued effectiveness of the proclaimed state of emergency, the County of Monterey's proclaimed local emergency and the Authority's proclaimed local emergency (as may have been amended since their initial proclamation) which encompass their jurisdictional boundaries.

**SECTION 4.** The Legislative Bodies and staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, which may include the alternative of conducting all open and public meetings of the Legislative Bodies in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) July 16, 2022, or (ii) such time as the Board of Directors of the Salinas Valley Solid Waste Authority adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Legislative Bodies may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code section 54953.

**SECTION 6.** Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 16 day of June 2022, by the following vote:

Erika J. Truji	llo, Clerk of the Board	Roy C. Santos, Authority General Counse
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	

N/A

ITEM NO. 14

Finance and Administration Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

**Date:** June 16, 2022

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

**Title:** A Resolution Approving a Professional Services

Agreement with Blue Strike Environmental for SB 1383 Organic Waste Sampling Services in an

Amount of \$20,000

#### **RECOMMENDATION**

Staff recommends that the Board adopt the resolution.

This agreement with Blue Strike Environmental (BSE) will provide services to assist with the new SB 1383 requirements of quarterly organic waste streams sampling and measuring at the transfer stations and landfill.

#### STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Plan Goal to "Select and Implement Facilities (e.g., Salinas Area Material Recovery Center) and Programs that Lead to Achievement of at Least 75% Waste Diversion."

#### **FISCAL IMPACT**

The Authority currently contracts with BSE for Special Event Recycling Services and most recently for Edible Food Recovery programs including the food pantry survey and capacity & assessment planning services. While these two contracts both total less than \$50,000, payments to the vendor will likely exceed \$50,000 for the fiscal year requiring Board approval. Staff is requesting approval to enter into separate agreement for the quarterly organics sampling and reporting now required by \$B 1383. The Authority received two quotes for the sampling work and BSE provided the lowest cost of the two.

The approved FY 2021-22 budget includes \$20,000. This agreement with BSE will be for one month to complete Q2 (April – June 2022) sampling requirements and has the option to extend for one additional year. Based on the success of this first sampling, staff will work with BSE to negotiate an agreement for next fiscal year's organic wastes sampling work.

#### **DISCUSSION & ANALYSIS**

Since 2013, the Authority has partnered with Blue Strike Environmental (previously The Offset Project) on several grant-funded programs targeting recycling and food scraps collection programs at larger special events in the Salinas Valley (i.e. Rodeo, Salinas Valley Fair, etc.). Due to BSE expertise and success of those programs, along with the annual reporting requirements of AB 2176 (2004) Large Venues and Events Recycling law, the Authority has contracted with BSE since 2015 to manage, coordinate, and implement recycling and food scrap recycling plans and services at various special events in the Salinas Valley.

In 2020, with SB 1383's Edible Food Recovery (EFR) mandate and requirements, BSE also began the initial countywide food pantry survey work and EFR Capacity & Assessment planning document. Most recently BSE was integral in developing and implementing the EFR pilot grant funding program (also being presented on the June agenda).

The quarterly organic sampling work is a new requirement of SB 1383 and requires ten (10) consecutive days of sampling of multiple organic waste streams, a minimum of 200 lbs. per sample, at each Authority facility: Sun St and Jolon Rd Transfer Stations, and Johnson Canyon Landfill. Beginning in Q3 (July-Sept 2022) landfill waste will also need to be sampled. The sampling results will be reported to CalRecycle on the Authority's quarterly recycling & disposal reports for each facility and provided to the LEA upon request.

#### **BACKGROUND**

SB 1383 requires quarterly measuring of organics waste streams at all Transfer and Processing Facilities and Operations. This is new work that has not been previously conducted by the Authority.

#### ATTACHMENT(S)

- 1. Resolution
- 2. Exhibit A Professional Services Agreement

#### **RESOLUTION NO. 2022 -**

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH BLUE STRIKE ENVIRONMENTAL FOR SB 1383 ORGANIC WASTE SAMPLING SERVICES FOR AN AMOUNT OF \$20,000

**WEHERAS**, SB 1383 now requires quarterly organic waste streams sampling at each transfer station and processing facility; and,

WHEREAS, the Authority has partnered with Blue Strike Environmental, (previously The Offset Project) since 2013 on several grant-funded programs targeting recycling and food scraps collection programs at larger special events in the Salinas Valley; and,

**WHEREAS**, Blue Strike Environmental has the expertise required to conduct the waste characterizations and sorting work and provided the lowest cost quote.

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 Blue Strike Environmental for SB1383 Organic Waste Sampling 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 16th day of June 2022, by the following vote:

Erika J. Trujillo, Clerk of the Board		Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	



Project Name/No.:	<b>Contract No.:</b>	
Project Manager:	Approved:	

## AGREEMENT FOR SERVICES BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND BLUE STRIKE ENVIRONMENTAL

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 16 day of June, 2022 ("Effective Date") by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority ("Authority") and Blue Strike Environmental, (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 <u>Compliance With Law.</u> 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 <u>California Labor Law.</u> 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) <u>Public Work</u>. 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) <u>Penalty for Failure to Pay Prevailing Wages</u>. 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) <u>Payroll Records</u>. 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) <u>Apprentices</u>. 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) <u>Eight-Hour Work Day</u>. 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.
- 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) <u>Workers' Compensation</u>. 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) <u>Contractor's Responsibility for Subcontractors</u>. 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 <u>Licenses, Permits, Fees and Assessments</u>. 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.
- 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 <u>Exhibit "C"</u> and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Thousand\_ Dollars (\$20,000) ("Contract Sum").

**2.2** <u>Invoices.</u> 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. 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.
- I 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 ServiceI(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 <u>Contingency of Funds.</u>

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 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 3.2 <u>Schedule of Performance</u>. 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 <u>Exhibit "D"</u> 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.
- 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 <u>Term.</u> 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 (<u>Exhibit "D"</u>). This Agreement may be renewed by a written amendment for up to an additional one (1) 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. Kristin Cushman 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, 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 <u>Prohibition Against Subcontracting or Assignment.</u> 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** <u>Independent Consultant.</u> 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** <u>Insurance Coverages.</u> 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) <u>General liability insurance</u>. 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) <u>Automobile liability insurance</u>. 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) <u>Professional liability (errors & omissions) insurance</u>. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.
- (d) <u>Workers' compensation insurance</u>. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1.000.000).
- (e) <u>Subcontractors</u>. 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.
- (f) <u>Additional Insurance</u>. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

#### **5.2** General Insurance Requirements.

- (a) <u>Proof of insurance</u>. 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) <u>Duration of coverage</u>. 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) <u>Primary/noncontributing</u>. 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) <u>Authority's rights of enforcement</u>. 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) <u>Acceptable insurers</u>. 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) <u>Waiver of subrogation</u>. 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) <u>Enforcement of contract provisions (non-estoppel)</u>. 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) <u>Notice of cancellation</u>. 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) <u>Additional insured status</u>. 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) <u>Prohibition of undisclosed coverage limitations</u>. 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) <u>Separation of insureds</u>. 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) <u>Self-insured retentions</u>. 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) <u>Timely notice of claims</u>. 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) <u>Additional insurance</u>. 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** <u>Indemnification</u>. 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.
- **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 <u>California Law.</u> 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 <u>Disputes; Default.</u> 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 <u>Legal Action</u>. 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 <u>Liquidated Damages</u>. 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 dollar (\$1.00) 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.

#### 8. MISCELLANEOUS

- 8.1 <u>Covenant Against Discrimination</u>. 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** 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** <u>Integration; Amendment.</u> 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** <u>Waiver.</u> 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** <u>Interpretation.</u> 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** <u>Counterparts.</u> 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.
- Warranty & Representation of Non-Collusion. No official, officer, or 8.10 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
Combandin	1 Iumonized	IIIIIIIII

**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

01255.0001/661298.1

said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

### [SIGNATURES ON FOLLOWING PAGE]

01255.0001/661298.1

**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
	R. Patrick Mathews, General Manager/CAO
ATTEST:	APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP
Erika J. Trujillo, Clerk of the Board	Roy C. Santos, General Counsel
	CONSULTANT:
	BLUE STRIKE ENVIRONMENTAL
	By: Name: Kristin Cushman Title: CEO
	By: Name: Title:
	Address: 126 Bonifacio Pl Ste G  Monterey, CA 93940

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. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA		
COUNTY OF		
the basis of satisfactory evidence to be the person(s) who acknowledged to me that he/she/they executed the sar	personally appeared, proved to me on ose names(s) is/are subscribed to the within instrument and me in his/her/their authorized capacity(ies), and that by o, or the entity upon behalf of which the person(s) acted,	
I certify under PENALTY OF PERJURY under the laws true and correct.	s of the State of California that the foregoing paragraph is	
WITNESS my hand and official seal.		
Signature:		
<b>OPTIONAL</b> Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.		
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT	
INDIVIDUAL CORPORATE OFFICER TITLE(S)	TITLE OR TYPE OF DOCUMENT	
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S)	NUMBER OF PAGES	
☐ GUARDIAN/CONSERVATOR ☐ OTHER	DATE OF DOCUMENT	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE	

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA		
COUNTY OF		
On, 2020 before me,, personally appeared, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
I certify under PENALTY OF PERJURY under the laws of true and correct.	he State of California that the foregoing paragraph is	
WITNESS my hand and official seal.		
Signature:		
OPTIONAL  Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form  CAPACITY CLAIMED BY SIGNER  DESCRIPTION OF ATTACHED DOCUMENT		
☐ INDIVIDUAL ☐ CORPORATE OFFICER	DESCRIPTION OF ATTACHED DOCCIMENT	
TITLE(S)	TITLE OR TYPE OF DOCUMENT	
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR	NUMBER OF PAGES	
OTHER	DATE OF DOCUMENT	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	SIGNER(S) OTHER THAN NAMED ABOVE	

### 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.

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#### Exhibit A-1 Scope of Services



# 2022 Sun St, Jolon Rd, and Johnson Canyon Transfer Stations Waste Audit

- Provide an audit of Sun St and Jolon Rd Transfer Stations
  - Audit 200lbs per stream as needed when loads go out for 10 consecutive days:
    - Organics stream, cardboard, mixed C&D, Wood, paper, landfill
      - Predicted for auditing 600 lbs of organic waste, cardboards, C&D every day for 9 days per transfer station.
      - Predicted for auditing 1,200 lbs Organics stream, cardboard, mixed C&D,
         Wood, paper, landfill once in the 10 day period.
- Provide an audit of Johnson Canyon
  - Audit 200lbs per stream per day as needed when loads go out for 10 consecutive days:
    - de-packager contamination, green waste/organics contamination
      - Predicted for auditing 200lbs of de-packager contamination per day for 9 days
      - Predicted for auditing 400lbs of de-packager contamination and green waste for one day in the period.
- Remove contaminants from stream to be weighed and percentage calculated
- Create a report of findings to be provided to Salinas Valley Recycles
- We will be initially traveling to the transfer station daily to perform audits, should the transfer station be able to create a location for compilation of piles we will bill appropriate for our time as shown in our potential program cost on the final page.



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#### 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"]

Section 5.1.c. <u>Professional liability (errors & omissions) insurance</u> is not required for this agreement. The language below is struck from the agreement.

(c) <u>Professional liability (errors & omissions) insurance</u>. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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### 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".

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### EXHIBIT "C-1"

#### Exhibit C-1 Compensation

# & blue strike environmental

### **Initial Program Costs**

Sun St Transfer Station			
Hourly Rate		\$72	
9 Days	1 person	8 Hours per day	
1 Day	2 people	8 Hours per person	
Total Hours	•	88	
Cost		\$6,336	
	Jolon Rd Transfer Station		
Hourly Rate		\$72	
9 Days	1 person	8 Hours per day	
1 Day	2 people	8 Hours per person	
Total Hours		88	
Cost		\$6,336	
Johnson Canyon			
Hourly Rate		\$72	
9 Days	1 person	5 hours per day	
1 Day	1 person	8 hours	
Total Hours		53	
Cost		\$3,816	
Total Cost		\$16,488	



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#### **Potential Program Costs**

Potential for the transfer stations to compile streams over the course of the week to be audited by Blue Strike Environmental for two full days over the course to auditing period. If this ends up being the case then billing hours would be changed appropriately.

Sun St Transfer Station	
Hourly Rate	\$72
Total Hours	16
Cost	\$1,152
Jolon Rd Transfer Station	
Hourly Rate	\$72
Total Hours	16
Cost	\$1,152
Johnson Canyon	
Hourly Rate	\$72
Total Hours	16
Cost	\$1,152
Total Cost	\$3,456



#### EXHIBIT "D"

#### SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule listed below:
- II. Consultant shall perform all Services timely in accordance with the following schedule:

		DAYS TO PERFORM	<b>DEADLINE DATE</b>
A.	Task A	Starting June 17, 10 Consecutive Days of	June 30, 2022
		Sampling at the Transfer	
		Stations & Landfill	

III. Consultant shall deliver the following tangible work products to the Authority by the following dates.

DATE DIE

	WORK PRODUCT	DATE DUE
A.	Report of Results of Sampling at the Transfer Stations and Landfill	June 30, 2022

WODE DRODUCT

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

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### Report to the Board of Directors

**Date:** June 16, 2022

From: Cesar Zuñiga, Assistant General

Manager/Operations Manager

**Title:** A Resolution Declaring Surplus Property and

Authorizing the General Manager /CAO to

Dispose of Property

#### ITEM NO. 15

N/A

Finance and Administration Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

#### **RECOMMENDATION**

Staff recommends that the Board adopt the resolution.

#### STRATEGIC PLAN RELATIONSHIP

This is an operational item and does not relate to the Board's strategic plan.

#### **FISCAL IMPACT**

The sale of surplus property may generate some revenue. The units being surplus will be appraised and place for sale. Reasonable offers will be considered for sale of units being surplused. Staff would also like to request authority to consider trading cash value equivalent fleet maintenance services for the 2011 Freightliner Cascadia unit which has a bad transmission. If authorized staff will seek fleet maintenance or improvements to newly purchased trucks which need specialized hydraulic kits installed or other maintenance services. An equal trade value would be considered.

#### **DISCUSSION & ANALYSIS**

The Authority has a replacement schedule that allows staff to replace equipment that may exceed its value due to repairs needed to keep the unit in operational status or may no longer meet California Air Resources Board (CARB) requirements. Staff would like to surplus the equipment listed below due to its overall cost to repair compared to the equipment's value and also due to CARB regulations which makes two units non-compliant as of January 1, 2023, unless the engines are updated to 2010 or newer models.

Description	Vin Number	Reason for Surplus	Estimated Value	Estimated Revenue from:
2008 Peterbilt 388 Tractor Truck	1XPWDB0X18D738478	Out of CARB Compliance effective 1/1/23	\$45,000- \$60,000	Sale
2008 Peterbilt 388 Tractor Truck	1XPWDB0X38D738479	Out of CARB Compliance	\$45,000- \$60,000	Sale

		effective		
		1/1/23		
2011 Freightliner	1FUJGEDV3CSBD6335	Repairs exceed	\$20,000	Sale / Barter
Cascadia		value		

Staff would like to surplus the above listed equipment base on its compliance with CARB, operational status, age, and cost to repair. Staff has got its money's worth out of all the equipment listed above and replacement equipment has been ordered and scheduled for delivery this summer.

#### **BACKGROUND**

The Authority purchased the requested surplus equipment between 2007-2014 to assist with the transport of waste from the Authorities Transfer Stations. The repairs needed by the surplus property due to CARB requirements or operational needs exceed their value at this time and surplus is recommended.

#### ATTACHMENT(S)

1. Resolution

#### **RESOLUTION NO. 2022 -**

# A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY DECLARING SURPLUS PROPERTY AND AUTHORIZING THE GENERAL MANAGER / CAO TO DISPOSE OF SURPLUS PROPERTY

**WHEREAS**, the Authority has a replacement schedule that allows staff to replace equipment that may exceed its value specific criteria or non-compliant with CARB; and,

**WHEREAS**, various items of equipment have been identified based their operational status, age, compliance, and cost to repair that exceed their value; and,

WHEREAS, at times parts are obsolete and not available for aged equipment; and,

**WHEREAS**, the below-described property is no longer necessary, useful or suitable for the Authority purposes and can be declared surplus.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the following property is hereby declared surplus to the needs of the authority:

•	2008 Peterbilt 388 Tractor Truck	VIN No.	1XPWDB0X18D738478
•	2008 Peterbilt 388 Tractor Truck	VIN No.	1XPWDB0X38D738479
•	2011 Freightliner Cascadia	VIN No.	1FUJGEDV3CSBD6335

DO ADD AAELADEDS.

**BE IT FURTHER RESOLVED** that the General Manager is hereby authorized and directed, for and on behalf of the Salinas Valley Solid Waste Authority, to dispose of surplus property for fair market cash-value or in-kind fleet maintenance services.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 16th day of June 2022, by the following vote:

Erika J. Truji	llo, Clerk of the Board	Roy C. Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Christopher M. Lopez, President
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	ROAKD WEWREK?:	



### Report to the Board of Directors

**Date:** June 16, 2022

From: Patrick Mathews, General Manager/CAO

**Title:** Update on Sun Street Transfer Station (SSTS)

Relocation Project

#### ITEM NO. 16

N/A

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

#### **RECOMMENDATION**

Staff recommends that the Board of Directors accept this report.

#### 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. Re-establishment of the Authority's SSTS AB 939 recycling services and waste recovery programs in a more permanent location meets the long-term public needs and supports the "Excellent Infrastructure" goals of the City of Salinas.

#### **FISCAL IMPACT**

Recent information from the County of Monterey indicates that permitting related delays associated with the Madison Lane Transfer Station (MLTS) could push back the Authority relocation to MLTS to between the end of 2022 and first half of 2023. Meetings between all the stakeholders are ongoing and planned to try and resolve these potential delays.

If further long term delays occur, the Authority will need to make adjustments to the FY 2022/23 budget, rates and staffing adopted in March 2022. The Authority's approved FY 2022/23 budget included some concessions in rates and reductions in staff positions along with the understanding that the Authority would relocate on or before July 1st and commence waste transfer operations for Republic Services with the existing Authority fleet.

Staff has evaluated budget/rate revision alternatives, operational impacts, and solutions to bridge both short or longer term delays. Temporary adjustments to the <u>approved FY 2022/23 budget</u> are included in this agenda to outline options to sustain SSTS operations short term through the currently noticed relocation and SSTS closure dates of August 2022 as provided by Republic Services (MLTS Lessor) and the City of Salinas (party to September 2021 MOU with SVSWA). Additional budget adjustments will be necessary if the permitting delays with the County are not resolved prior to the noticed relocation date and Salinas notice to close SSTS.

#### **DISCUSSION & ANALYSIS**

On May 31, 2022, the Authority received two (2) notices related to the relocation of SSTS operations to MLTS and closure of the SSTS operations from Republic Services and the City of Salinas.

Republic Services lease holding subsidiary, N Leasing LLC provided the a "Notice of Delivery" of the Leased Premises for our SSTS AB 939 Resource Recovery Programs and Household Hazardous Waste facilities (Attachment 2). This notice certifies the Lease Premises have been improved in accordance with the Section 1.1(d) and Exhibit B of the September 16, 2021, Lease between Republic and the Authority for relocation space at MLTS. At the time of this report preparation, the "Landlord's Work" required under the above references in the lease have not yet been fully completed. The 60-day relocation timeline in the lease commences at the end of the 10-day Notice of Deliver and would start effective June 10, 2022 with relocation completed no later than August 10, 2022.

Additionally, under Section 1.1 (g) of the Lease, Republic is required to approve the termination of the Authority-Republic Greenwaste Processing agreement (2004) to be effective July 1, 2022. In our June 9, 2022, planning meeting with Republic's representative and Salinas staff, we were informed this agreement would be addressed prior to the July 1st deadline. This agreement termination allows for equalization of Salinas organics processing service rates with all member agencies in accordance with the Authority's 1997 Joint Powers Agreement Article 15. A termination agreement has been prepared by Authority General Counsel for Republic's execution.

The City of Salinas provided a related notice to Cease Operations of SSTS on August 1, 2022, in accordance with our mutual MOU of August 19, 2021 (Attachment 3). This MOU requires, among other things that the Authority cease SSTS operations upon receiving the 60-day from Republic that they have completed all agreed Lessor improvements as discussed above. A copy of the Lease provision and Exhibit B related to the Lessor improvements (Landlord's Work) is attached for reference (Attachment 4).

Without completion of these required actions, it appears the 10-day notice from Republic Services and the related City of Salinas Notice to Close SSTS may be premature, particularly in light of the unresolved County-Republic permit issues still under discussion. We are hopeful that an upcoming meeting being planned with County, City, Republic and Authority representatives will provide a clear pathway and timeline for completing the relocation and related permitting issues.

#### **BUDGET DISCUSSION**

Five (5) FY 2022/23 budget and rate adjustment scenarios are outlined below to address any delays past August 2022 for the Sun Street Transfer Station Relocation Project. Each of the scenarios below have both budgetary and labor related impacts for the transition period before relocation to MLTS can be authorized by Republic Services, and impacts after the relocation is completed.

Based on conversation with Republic Services representatives and both parties' respective attorneys, Republic is requesting we honor the commitments within the Master Transportation Agreement which would require we implement Scenario 2b below and commence transportation services at MLTS on July 1st and retain the approved tipping fee reduction from \$68.50 to \$64.75 per ton for FY 2022/23. Staff is fully prepared to start the transportation services on July 1st and adjust our SSTS operations accordingly. Logistics coordination for the initial transportation service activities is underway with Authority, Republic and Salinas staff.

If the MLTS permitting delays are not resolved prior to the August 2022 noticing and SSTS relocation is delayed further, three longer term actions will be needed in August 2022: 1) budget adjustments to cover the expected revenue shortfall (see attached cost summary,

Scenario 2b), **2)** longer term funding of SSTS operations for an unknown period until the MLTS permit issues are resolved, and **3)** adding back in 1-2 temporary staff positions and contract trucking to maintain reduced SSTS operations until relocation is completed.

#### SCENARIO 1

Defer implementation of the Master Transportation Agreement with Republic Services for up to 1-year, continue operations at SSTS on a status quo basis similar to the current 2021/22 operations, prioritize franchise waste to Sun Street up to permit limits with MLTS receiving all overflow. This scenario requires returning one (1) position eliminated during the previous FY 2022/23 Budget adoption and returning the Solid Waste rate back to its current \$68.50/ton (from the approved 22/23 rate reduction of \$64.75/ton). The one (1) added position would be eliminated at the time of relocation.

#### SCENARIO 2a

Implement the Master Transportation Agreement with Republic Services on July 1, 2022, as planned. Prioritize franchise waste flow to MLTS with overflow franchise waste directed to SSTS along with all self-haul materials until MLTS relocation and SSTS closure occurs. This scenario requires adding one (1) of the positions eliminated in the approved FY 2022/23 Budget and returning the Solid Waste rate back to its current \$68.50/ton (from the approved 22/23 rate reduction of \$64.75/ton). The one (1) added position would be eliminated at the time of relocation. This scenario also requires hiring two temporary contract drivers and trucks to handle the increased waste and recyclable materials transfer tonnage for both MLTS and SSTS until the SSTS relocation occurs.

#### SCENARIO 2b (Recommended)

Implement the Master Transportation Agreement with Republic Services on July 1, 2022, as planned. Prioritize franchise waste flow to MLTS with overflow franchise waste directed to SSTS along with all self-haul materials. This scenario requires adding one (1) of the positions eliminated in the approved FY 2022/23 Budget and implementing the approved 22/23 rate reduction of \$64.75/ton. The one (1) added position would be eliminated at the time of relocation. This scenario also requires hiring of two (2) temporary contract drivers and trucks to handle the increased waste and recyclable materials transfer tonnage for both MLTS and SSTS until the SSTS relocation occurs.

#### **SCENARIO 3**

Terminate the Master Transportation Agreement with Republic Services and prioritize franchise waste flow to MLTS. All overflow franchise waste would be directed to SSTS along with all self-haul materials and the Authority would provide overflow franchise waste transportation services until the SSTS relocation occurs. This scenario requires eliminating one (1) of the positions included in the approved FY 2022/23 Budget and returning the Solid Waste rate back to its current \$68.50/ton (from the approved 22/23 rate reduction of \$64.75/ton). Five (5) additional positions would be eliminated at the time of relocation. Republic Services would assume all transfer operations at MLTS and the Authority would only provide Recycling and HHW services at MLTS.

#### **SCENARIO 4**

Terminate the Master Transportation Agreement with Republic Services, and temporarily convert SSTS into a <u>self-haul public service facility only</u>. This scenario

requires eliminating three (3) positions included in the approved FY 2022/23 Budget and returning the Solid Waste rate back to its current \$68.50/ton (from the approved 22/23 rate reduction of \$64.75/ton), along with applying the transportation surcharge to all customers at transfer stations only. Three (3) additional positions would be eliminated at the time of relocation. Republic Services would assume all transfer operations at MLTS and the Authority would only provide Recycling and HHW services at MLTS.

All of these scenarios, with the exception of 2b (recommended), would require some level of renegotiation of the existing approved Lease and Master Transportation Agreements with Republic Services, under consultation with the City of Salinas. All of these scenarios would also require some form of meet and confer with the affected employee organizations(s), at a minimum over impacts and effects. With the exception of Scenario 1 and 4, the rest of the scenarios require prioritizing the maximum use of MLTS with SSTS handling all franchise waste overflow and self-haul services not handled at MLTS. Attachment 1 provides a summary of each scenario's respective budget and staffing impacts, for interim operations and after SSTS relocation and closure.

#### **BACKGROUND**

In order to facilitate continued communication and coordination between all of the regional stakeholders, the Board has recommended more organized communication between all the respective agencies and organizations involved with the subject project. The stakeholders for this project are City of Salinas, County of Monterey, Republic Services, and the Authority. The next stakeholder meeting is being scheduled for June.

According to Republic Services, the lease improvements needed for relocation of Authority services to Madison Lane Transfer Station (MLTS) are continuing to move forward. In accordance with the Authority's lease at MLTS, the Authority will have 60 days to complete its relocation once all of the required lease site improvements are completed, and Republic has relocated its scale house facilities to accommodate the expected increase in traffic within the property boundaries once SSTS shuts off operations.

<u>Stakeholder Group Coordinating Discussions - Update.</u> The following relocation related topics and initial actions/progress have been discussed at the coordinating meetings:

- Community outreach meeting date/time/location, stakeholder participants, topics for presentation, and sharing of any public feedback received to-date (All)
  - a. March 31<sup>st</sup> meeting was postponed allowing more time for the County and Republic to resolve permitting needs and timing for the facility improvements. A new meeting has not yet been scheduled but a stakeholders meeting is being organized by Director Philips office to discuss this and other SSTS relocations and MLTS permitting issues.
- 2) Site improvements, timing, and relocation challenges
  - a. Republic previously indicated that design and permitting challenges had revised the estimated completion date for lease site improvements to May 1st, which would obligate the Authority to be relocated by July 1st and close Sun Street Transfer Station Operations. This timeline has now been revised to the end of 2022 based on initial discussion with the County, however the

- Authority has received notices from Republic and Salinas requiring relocation on our around the beginning of August 2022.
- b. The Authority had a contingency plan for continuing operations should the relocation date be pushed beyond July 1st due to any delays in completion of Republic's lease site improvements or permitting. However, this contingency was only for short term delays and now appears these delays could be extended beyond the August relocation notices, creating a budget shortfall without further Board action.
- Relocation plan, timing and community/customer noticing and marketing campaign (Authority)
  - a. Authority staff have engaged our local media consultant to assist with a comprehensive media plan for the community on the upcoming Sun Street Closure and relocation of our AB 939 recycling programs to MLTS. Mandy Brooks, Resource Recovery Manager, presented the marketing campaign at the February 2022 Board meeting and staff is ready to start the comprehensive information campaign once our relocation date is confirmed.
- 4) Project impact mitigation measures (current and future) including litter/illegal dumping, traffic/noise and Rossi Road extension (All)
  - a. Republic Services will provide added staff and resources to increase litter abatement in and around MLTS once the Authority relocates. All stakeholders will continue to monitor and coordinate response any increase in illegal dumping.
  - b. A County staff report was provided at the March 17, 2022, Board meeting related to the Rossi Road Extension project which could address increased traffic from MLTS operations and other proposed housing and commercial projects in South Boronda.
  - c. A County staff report was provided at the March 17, 2022, Board meeting related to addressing and improving enforcement associate with excessive illegal parking on Madison Lane that has created a safety hazard for all businesses and customers of businesses located on Madison Lane.

In accordance with our September 21, 2021, Lease Agreement with Republic Services, the Authority is preparing to relocate within the required 60 days' notice from Republic Services of completion of all required lease and facility improvements needed to support our relocation. The required improvements include: 1) repairs, improvements and modifications to the Authority's lease space, and 2) relocation of Republic's scale facility to accommodate the expected increase in traffic to the facility once SSTS closes. All traffic to MLTS must be fully contained within the property per State and local permit requirements.

#### ATTACHMENT(S)

- 1. Cost and Labor Impact Summary for 5 Budget Revision Scenarios
- 2. N Leasing Company, LLC (Republic Services) 10-day Notice of Delivery of Leased Premises at Madison Lnae Transfer Station, May 31, 2022
- 3. City of Salinas 60-day notice to cease Sun Street Transfer Station Operations, May 31, 2022
- 4. Lease reference, Landlords Work, Section 1.1(d) and Exhibit B

#### **Scenario Summary**

- ${\bf 1}$  -Status Quo (ML is overflow) MLTS Transportation Agreement is deferred
- 3 -SVSWA Transports for both SS and ML (SS is overflow)
- 2 -Status Quo (SS is overflow) MLTS Transportation Agreement is Cancelled
- 4 SS is Self Haul only MLTS Transportation Agreement is Cancelled

Scenario		1	2		2b	3	4
SW Tipping Fee	\$	68.50	\$ 68.50	\$	64.75	\$ 68.50	\$ 68.50
Apply Transportation Surcharge to Self Haul	\$	_	\$ _	\$	_	\$ _	\$ 18.75
Republic Tons at SS		52,000	26,000		26,000	26,000	-
Increased Solid Waste Tonnage Estimate (SS Self Haul)		6,000	6,000		6,000	6,000	6,000
Increased Organics Tonnage Estimate (SS Self Haul)		5,000	5,000		5,000	5,000	5,000
Increased C&D Tonnage Estimate (SS Self Haul)		1,000	1,000		1,000	1,000	1,000
Revenue							
Reduction in MLTS Transfer	(	2,122,000)	(622,000)		(622,000)	(2,122,000)	(2,122,000)
SS Transportation		975,000	487,500		487,500	487,500	-
Self Haul Surcharge		-	-		-	-	375,000
Solid Waste Tipping Fee Increase		806,250	806,250		-	806,250	806,250
Self Haul Tonnage Increase		388,500	388,500		388,500	388,500	388,500
Organics Self Haul Tonnage Increase		285,000	285,000		285,000	285,000	285,000
C&D Self Haul		87,250	87,250		64,750	87,250	87,250
Other Revenues		160,000	160,000		160,000	160,000	160,000
Total Revenues	_	580,000	1,592,500		763,750	92,500	(20,000)
Expenditures							
FY 2021-22 Dept 3710 (no labor)		420,600	420,600		420,600	420,600	420,600
Transportation Budget Changes		-	190,900		190,900	(188,400)	(292,050)
Organics Processing		190,550	190,550		190,550	190,550	190,550
Add one Equipment Lead		155,000	155,000		155,000	155,000	-
Temporary Contract Truck and Driver		-	133,000		133,000	-	-
Temporary Contract Truck and Driver		-	133,000		133,000	-	-
Reduce one SVSWA driver		-	-		-	(133,000)	(133,000)
Reduce one SVSWA driver		-	-		-	(133,000)	(133,000)
Reduce one SVSWA driver		-	-		-	-	(133,000)
Total Expenditures	_	766,150	1,223,050		1,223,050	311,750	(79,900)
Net Surplus/(Shortfall)		(186,150)	369,450		(459,300)	(219,250)	59,900
Total Employee Count on 07-01-2022		62	62		62	60	58
(Approved Budget Assumes 61)							
Net Staff Allocation change on 07-01-2022		1	1		1	(1)	(3)
Net Staff Allocation change on SS Closure		(1)	 (1)	_	(1)	 (5)	 (3)
Total Allocation Change		-	-		-	(6)	(6)

RECEIVED

MAY 31 2022

SVSWA

### N Leasing Company, LLC

May 31, 2022

#### Via Federal Express & Email.

Salinas Valley Solid Waste Authority 128 Sun Street Suite 101 Salinas, CA 95060 Attn: Patrick Mathews, General Manager/CAO Email: Patrickm@syswa.org

Dear Mr. Mathews,

Pursuant to section 1.1 (e) of the Lease between N Leasing Company, LLC (Landlord) and the Salinas Valley Solid Waste Authority (SVSWA), dated October 6, 2021, the Landlord hereby gives the SVSWA notice of delivery of the leased Premises to the SVSWA. This will constitute the "ten-day" notice pursuant to that section of the Lease.

Please confirm your acceptance of this notice.

Sincerely,
Michael Capus

cc. Roy Santos, Authority Counsel
Aleshire & Wynder LLP
2440 Tulare Street Suite 410
Fresno, CA 93721
Email: rsantos@awattorneys.com



# City of Salinas

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

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

May 31, 2022

Patrick Matthews General Manager Salinas Valley Solid Waste Authority 128 Sun Street, Suite 101 Salinas, CA 93901

RE: City of Salinas/SVSWA MOU providing 60-day notice to cease operations at the Sun Street Transfer Station, and relocate to the Madison Lane Transfer Station

#### Dear Patrick:

Thank you for our recent discussion and the ongoing work to finally move the operations of the Salinas Valley Solid Waste Authority from Sun Street to the Madison Lane Transfer Station. I understand that you have been working with Republic Services on tenant improvements, and the completion thereof, and I am sending this letter to serve as the required sixty (60) day notice to relocate all operations from Sun Street, excluding administrative offices, to Madison Lane, no later than August 1, 2022.

This 60-day notice is provided in accordance with the City of Salinas/SVSWA MOU Agreement signed by the City and the Authority in September of 2021. Per said MOU, Section 3D:

The Authority agrees to cease operations at the SSTS and to close all of its public service operations at the Sun Street, excluding administrative offices, and relocate its operations to MLTS within 60 days of Republic Services notice of completion of all agreed lessor improvements needed to facilitate the SSTS relocation to leased space at the MLTS.

As you know, Salinas is committed to working with the Authority, the County and Republic Services as we meet the challenges of landfill disposal, organic waste processing, the Rossi Street extension to Boronda Road to better access Madison Lane, and all the many challenges we face as we successfully serve our residents.

Thank you again, Patrick.

Sincerely,

Steven S. Carrigan City Manager

City of Salinas

automatically terminate as of the date of termination of the Franchise Agreement, and be of no further force or effect; provided, however, that Tenant shall have a period not to exceed 60 days from the date of such termination to surrender the Premises to Landlord as required by this Lease. Landlord agrees to provide Tenant with written notice within a reasonable period following receipt by Landlord or its affiliate of written notice from the City of its intention to bid the services provided by Allied under the Franchise Agreement; provided, however, that failure to give such notice shall not affect the enforceability of this termination provision.

Landlord and Tenant further agree that a condition precedent to the effectiveness of this Lease shall be the full execution of a Memorandum of Understanding between the City and Tenant, and the City fully rescinding its Notice of Intent to Withdraw from Tenant. Landlord and Tenant shall each have the right to terminate this Lease in writing if the Memorandum of Understanding and Notice of Intent to Withdraw from the Tenant is not executed by the City within 45 days of the Effective Date of this Lease. Upon execution of the Memorandum of Understanding and Notice of Intent to Withdraw from the Tenant, this condition shall automatically be deemed satisfied; provided, however, Tenant agrees to notify Landlord in writing promptly following the execution of such documents. In the event this condition is satisfied within such 45-day period, but the City issues another Notice of Intent to Withdraw from the Authority during the Term of this Lease, this Lease shall automatically terminate on the date the City withdraws from the Authority unless the parties in their sole discretion agree in writing in an amendment to this Lease to waive such termination right.

- (c) Existing Lease Termination. The Premises are currently leased to Bindel Bros. Grading & Backhoe Service, Inc. ("Existing Tenant"), pursuant to a month-to-month lease ("Existing Lease"), which Existing Lease requires Landlord to provide prior written notice of its election to terminate the Existing Lease. Promptly following the Effective Date of this Lease, Landlord shall provide written notice to the Existing Tenant of Landlord's election to terminate this Lease, and shall keep Tenant reasonably apprised of the status of termination of the Existing Lease and the vacation of the Premises by the Existing Tenant.
- (d) Landlord's Work. Prior to the Delivery Date (defined below), Landlord shall complete certain repairs and improvements to the Premises which are necessary for Tenant's use of the Premises and are set forth on Exhibit B attached hereto ("Landlord's Work") at Landlord's sole cost and expense. Notwithstanding anything to the contrary set forth in this Lease, in no event shall the cost of Landlord's Work exceed the total sum of One Hundred Fifty Thousand Dollars (\$150,000) ("Maximum Cost"); provided, however, the Maximum Cost does not include the cost of Landlord's repaving the pave portion of the Premises which Landlord shall perform as part of the Landlord's Work at no cost to Tenant ("Paving"). Upon completion of Landlord's Work, Landlord shall provide written notice to Tenant. Landlord shall deliver the Premises to Tenant on the Delivery Date, in broom clean condition, with all mechanical systems in working order, and with Landlord's Work completed.
- (e) Delivery Date. Landlord shall use commercially reasonable efforts to deliver the Premises in the condition specified in subsection (d) above on or before March 1, 2022 ("Expected Delivery Date"). The parties understand that the actual delivery date may be later due to unforeseen circumstances and Permitted Delays (defined below). Landlord shall provide Tenant written notice at least 10 days prior to the delivery of the Premises to Tenant ("Delivery Date"). If Landlord fails to tender delivery of the Premises in accordance with this Lease by September 1, 2022, Tenant shall

have the right to terminate this Lease by delivery of written notice to Landlord at any time prior to delivery of the Premises by Landlord to Tenant.

- (f) Statutory Disclosure Notice. Pursuant to California Civil Code Section 1938, Landlord provides the following statutory notice to Tenant:
  - "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or Landlord may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Landlord advises Tenant that the Premises have not gone through CASp Inspection. Any CASp Inspection shall be at the sole cost and expense of Tenant, and any cost for repairs identified in any such inspection shall be at the sole cost and expense of Tenant, it being acknowledged and agreed to by the parties that the Premises are being delivered by Landlord and accepted by Tenant in their "as is, where is" condition except for the performance by Landlord of Landlord's Work up to the Maximum Cost.

(g) Termination of Green Waste Delivery Agreement. Tenant and Landlord's affiliate, Allied Waste Services of North America, LLC, a Delaware limited liability company ("BFI"), as successor to BFI Waste Systems of North America, Inc., are parties to that certain Green Waste Delivery Agreement dated November 18, 2004 (the "Green Waste Delivery Agreement"). Tenant agrees to cause BFI to enter into a written termination of the Green Waste Delivery Agreement with Tenant effective July 1, 2022 (the "Green Waste Delivery Agreement Termination Date"), provided that this Lease is in full force and effect as of the Green Waste Delivery Agreement Termination Date.

#### 1.2 Rent.

- (a) Rent. Commencing on the Delivery Date, Tenant shall pay to Landlord the sum of \$194,810.04 per year, payable in equal monthly installments of \$16,234.17 ("Rent"). The Rent shall increase annually by 100% of the percentage change in the Water Sewer Trash Index (WST) as published by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index series CUUR0000SEHG CPI-U Water and sewer and trash collection services, US City Average, seasonally adjusted, for the 12 months immediately preceding the applicable anniversary of the Commencement Date. Notwithstanding anything to the contrary set forth in these terms, such adjustment shall never exceed 4%, and Rent shall in no event be less than the Rent in effect for the year prior to the date of such adjustment.
- (b) Payment. Rent shall be paid to Landlord via ACH payment pursuant to written ACH/wire instructions provided by Landlord to Tenant prior to the Effective Date of this Lease. The

#### EXHIBIT "B"

#### LANDLORD WORK

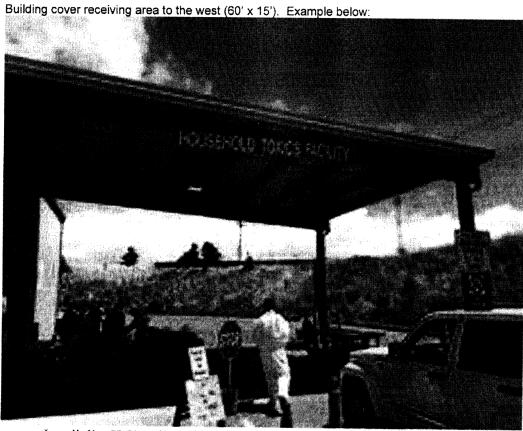


#### Mission

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

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

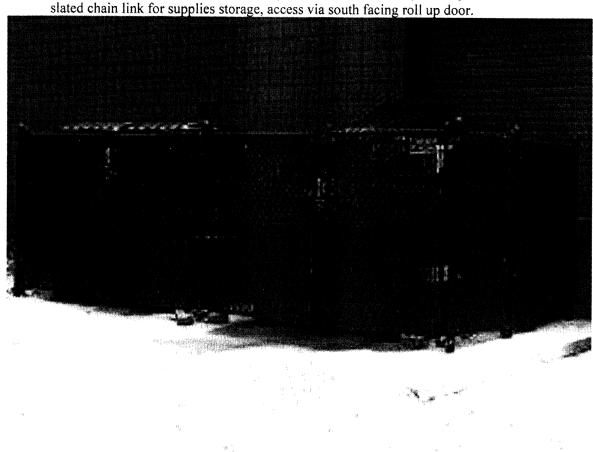
### MLTS HHW Lease Area Improvements



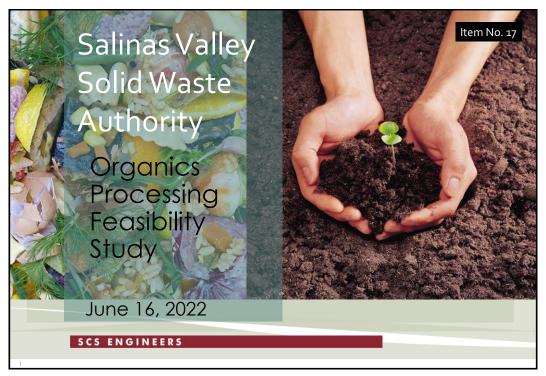
• Install 6'w X 8't roll up door to the west side of building to accept drive through customer under cover area.

• Paint entire building and repair holes in metal siding to prevent water intrusion into HHW storage/operations area. Some damage may require full panel replacement.

Southern storage area - similar cover system as above bullet (15'x25') and secured with 8' slated chain link for supplies storage, access via south foring roll up door



- Pavement of all bare areas or damaged/sub-standard areas in need of pavement.
- Chain link fencing to secure the western portion of leased area.
- Relocate drainage swale to the west along fence line.
- Entrance gate to lease area off Madison to be 40' to handle incoming traffic.
- 53' trailer area to remain open (no fence) to the west to allow for docking of trailers and swaps.
- 20' Rolling gate to be installed to the North-east of MRC as detailed in layout.
- 40' gate to be established to the SE to allow customers to enter MLTS or exit onto Madison Lane.
- Fence line facing Madison Lane should be slated and either 8', electrified or both.
- Stripping of employee parking stall to the SE corner



1

# Overview

- Project Background
- Types of Technologies
- Companies Interviewed
- Scoring/Ranking System
- Results

SCS ENGINEERS

2

Published 6/10/2022

# Project Background

- Consider various options to process organics.
- Achieve high level of organics diversion and compliance with SB 1383.
- Understand different anaerobic digestion (AD), autoclave, and pre-processing technologies to help provide an informed decision by SVSWA staff.
- Interested in the financial and technical viability of these technologies

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### **SCS Role**

- Developed key criteria and scoring/ranking methodology for evaluating the technologies
- Researched potential technologies
- Scored and ranked each technology
- Developed a matrix to compare scores

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# Types of Technologies

- Pre-processing
- Wet AD
- High solids AD
- Autoclave









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# Selecting Companies to Interview

- SCS provided SVSWA with an initial list of 46 companies
- SCS narrowed down the list to:
  - 7 pre-processing companies
  - 7 high solids AD companies
  - 7 wet AD companies
  - 3 autoclave companies

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# Pre-Processing

- Anaergia
- Doda
- Komar Industries
- DRANCO (formerly OWS)
- Scott Equipment Company
- Van Dyk Recycling Solutions (Smicon)
- Tiger















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# High Solids AD

- Convertus
- BIOFerm
- Biogest
- · Hitachi Zosen
- DRANCO (formerly OWS)
- Thoni
- Zero Waste Energy















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# Scoring/Ranking System: Technology Criteria

Criteria We		Scoring Details	Point Scale
A. TECHNOLOGY CRITERIA			
		Commercial	2
Status of technology	5	Demo/Pilot	1
		None	0
		>5 years	2
Years of operating history	4	2-5 years	1
		<2 years	0
Vendor Qualifications (company		High	2
structure; legal history; environmental compliance)	3	Medium	1
		Low	0
Feedstock Material	4	Mixed Waste	2
		Source Separated Organics	1
		Other	0
Landfill diversion (percent by		>90%	2
weight of post processed	5	75%-90%	1
material sent to landfill)		<75%	0
Mixed Waste Material (if		>10%	2
accepts as feedstock) - Organics Yield of Landfill Diversion		10%-25%	1
(percent by weight of feedstock	5	<25%	0
sent to landfill that is still organic material- SB1383)		N/A	0
Source Separated Organics (if		>10%	2
accepts as feedstock) - Organics Yield of Landfill Diversion	5	10%-25%	1
(percent by weight of feedstock sent to landfill that is still	3	<25%	0
organic material- SB1383)		N/A	0

Criteria	Weight	Scoring Details	Point Scale
A. TECHNOLOGY CRITERIA			
90% of Material Reused, Recycled Etc. Large Diversion	1	Yes	2
Discharge Facility		No	0
		<100 gal/ton	2
Quantity of water required	1	100-300 gal/ton	1
		>300 gal/ton	0
Power requirements		<200 kWh/ton or 10% of parasitic load	2
	1	200-400kWh/ton or 10%-15% of parasitic load	1
		>400kWh/ton or >15% of parasitic load	0
Does company have a turn-key		Yes	2
operation including Anaerobic Digestion and pre/post	2	Partial	1
processing?		No	0
Material appropriate for	1	Yes	2
composting	'	No	0
		0	0
Creation of Green Jobs	1	0-5	1
		>5	2

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# Scoring/Ranking System: Financial Criteria

Criteria	Weight	Scoring Details	Point Scale
B. FINANCIAL CRITERIA			
		<\$200,000/ton	2
Capital costs (\$/ton of daily capacity)	4	\$200,000-\$400,000/ton	1
		>\$400,000/ton	0
		<\$50/ton	2
Unit operating cost	3	\$50-75/ton	1
		>\$75/ton	0
		<\$55/ton	2
Tipping fee (based on reference facility(ies))	3	\$55-\$100/ton	1
inemity(resy)		>\$100/ton	0
		>\$80/ton (High)	2
By-Product revenue	3	\$50-80/ton (Medium)	1
		<\$50/ton (Low)	0
Company Provides Financing	_	Yes	1
Options	3	No	0
		Local	2
Markets for By-Products	3	Regional	1
TOTAL			

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### Additional Criteria for Pre-Processing

Criteria	Weight	Scoring Details	Point Scale
A. TECHNOLOGY CRITERIA			
Material appropriate for wet	١,	Yes	2
Anaerobic Digester	1	No	0
Material appropriate for dry	٠, .	Yes	2
Anaerobic Digester	1	No	0
M-4i-1i-4-6i	,	Yes	2
Material appropriate for composting	1	No	0

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# Results: Pre-Processing

	TECHNOLOGY SCORE								
Criteria	Anaergia	Doda	Komar Industries	Scott Equipment	Van Dyk Recycling Solutions (Smicon)	DRANCO Long Retention Drums	Tiger (Ecoverse, Doppstadt)		
A. TECHNOLOGY	73	63	38	59	73	76	77		
B. FINANCIAL	23	12	17	17	14	0	20		
TOTAL	96	75	55	76	87	76	97		

- Tiger and Anaergia:
  - relatively low cost
  - products appropriate for wet and high solids AD, as well as composting
  - lower power and water requirements
  - able to provide the a turn-key AD system

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# Results: High Solids AD

	TECHNOLOGY SCORE								
Criteria	BIOFerm	Hitachi Zosen	DRANCO Thoni		Zero Waste Energy	Biogest	Convertus		
A. TECHNOLOGY	36	56	76	74	34	50	45		
B. FINANCIAL	3	20	12	23	6	0	0		
TOTAL	39	76	88	97	40	50	45		

- Thoni, DRANCO, and Hitachi Zosen:
  - are able to provide a turn-key AD system
  - low power and water requirements
  - create new green jobs
- DRANCO and Thoni send less than 10% of incoming organics to landfill

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### Results: Wet AD

	TECHNOLOGY SCORE								
Criteria	Anaergia	BioConstruct	BioStar Renewables	BTS Biogas	CH Four Biogas	StormFisher	Quasar		
A. TECHNOLOGY	76	24	32	36	29	70	0		
B. FINANCIAL	32	0	0	0	0	17	0		
TOTAL	108	24	32	36	29	87	0		

- Anaergia:
  - able to process mixed waste material at a low cost
  - has over a 90% landfill diversion rate
  - able to provide turn-key AD system, create 30 green jobs
- StormFisher:
  - can also process mixed waste feedstock
  - able to provide turn-key AD system, create 20-25 green jobs

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### Results: Autoclave

	TECHNOLOGY SCORE					
Criteria	Hughes	NOWON	WastAway			
A. TECHNOLOGY	74	67	76			
B. FINANCIAL	11	26	23			
TOTAL	85	93	99			

- All three companies:
  - able to process MSW and send less than 10% of the incoming organics to landfill
  - have low water usage and power requirements
- NOWON's landfill diversion rate is a bit lower than the other two technologies

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# Additional Findings

- For most technologies, a lot will depend on the actual composition of the feedstock
- Most companies plan to produce RNG
  - Other end products could include: compost, biochar, pellets that can replace coal
- Companies have varying levels of concern about processing the organic fraction of municipal solid waste (OFMSW) vs. source-separated organics (SSO)

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EFR-COUNTYWIDE PROGRAM

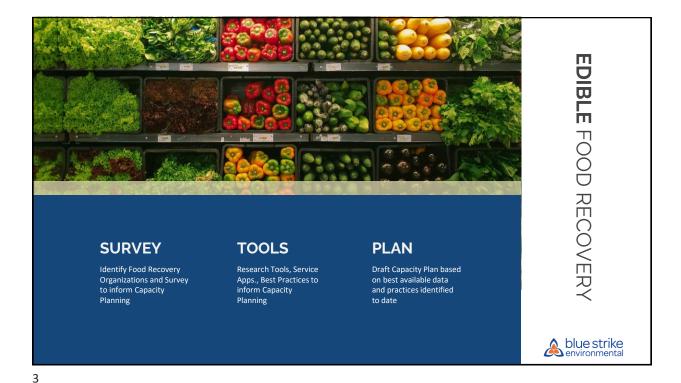
PARTNERS

Line Strike environmental

Line Strike environmental

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#### **SUMMARY OF SURVEY RESULTS**

95 Total Organizations Identified - 48% (46 organizations) responded, 80% completed the survey.

#### Of the 46 organizations that responded:

- 97% were Food Recovery Organization an entity that engages in the <u>collection</u> or receipt of edible food from commercial edible food generators <u>and distributes</u> that edible food to the public for food recovery
- ✓ Over 70% describe their program as a Food Pantry (vs a Kitchen or Shelter)
- √ 46% are located in Salinas (35% in MRWMD service area)
- ✓ 58% of the capacity comes from 3 organizations: Children Country & Lives, Boys & Girls Club (Salinas & Seaside), and Salvation Army (Salinas)
- ✓ Top 3 Service Limitations: Refrigerated/Cold Storage equipment, Staffing, and Donations/Sourcing Food

4





#### **SUMMARY OF FUNDING AWARDS**

- ✓ 13 TOTAL APPLICATIONS RECEIVED TOTAL OF OVER \$202,000 FUNDS REQUESTED\*
- ✓ Top 5 highest scored applications will receive \$20,000 each:

Organization	Locations Served	Use of Funding	
Pajaro Valley Loaves & Fishes	Peninsula & Salinas Valley Co. Areas	Walk-in Cooler & Installation Costs	
Dorothy's Place	City of Salinas	Food-Grade Outdoor Storage Unit & Outdoor Walk-in Freezer	
Meals On Wheels of the Salinas Valley	Salinas Valley Cities & Co. Areas	Walk-in Freezer & Storage Shelving Hot & Cold Transport Carriers, Insulated Meal Carriers, & Per Diem Rate Assistance	
Victory Mission	Salinas & Peninsula Cities		
Shoreline Church	All Cities & Monterey County	Refrigerator, Storage, Construction of Storage, & Cargo Van ( <i>partial</i> )	



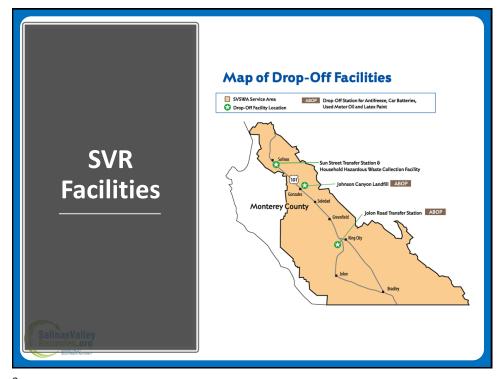
<sup>\*</sup>The remaining applications (based on scoring and funding ) will be funded next fiscal year.

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### **Need for Landfills**

- Basic Sanitation Protect Human Health
- Protect Environment from Contamination
- Not Every Item can be Reused or Recycled
- Place for Debris from Natural Disasters
- State Law Requires Counties to have a plan for 15 years of Disposal Capacity





2

### **Landfill Siting**

- Very Difficult NIMBY/BANANA
- Case Study: Santa Cruz County New Site Planning 1990's
- Case Study: SVSWA & Long Valley Regional Landfill 2004
- Rare New Landfill Permitting in California





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# Importing/Exporting Waste Controversial – John Smith LF



6



/



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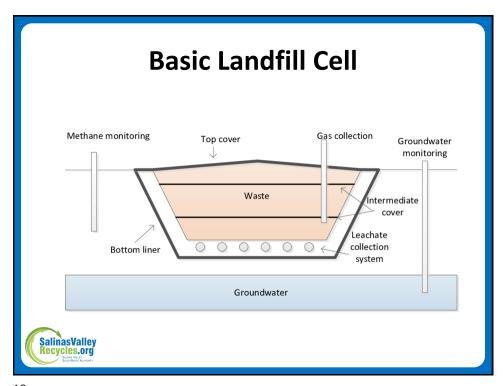
# Landfill Design & Environmental Control Systems

- Multiple Liners to Prevent Contamination
- Leachate Collection System
- LF Gas Collection System
- Groundwater Monitoring
- Stormwater Monitoring





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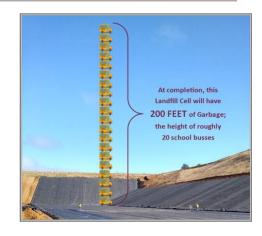
10

# **Latest Johnson Canyon Module 7**

New Cell Capacity:
 6 Yrs. (or 1.2 Million Tons)

• Cost: \$5 Million

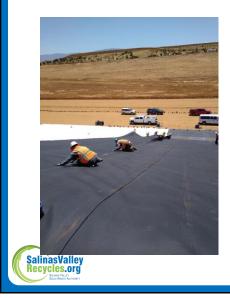
 Total Landfill Capacity: 45 Yrs.





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# **Landfill Base Liner Installation**





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## **Operations Daily Goals**

- Oversight of Day-to-Day Operations (Landfill/Transfer Stations / HHW)
- Compliance with State and Local Regulatory Agencies
- Customer Service & Education
- Safety of our staff and our customers
- Maximize the life of our asset
- Operational Efficiencies



21

## **Day-to-Day Operations**



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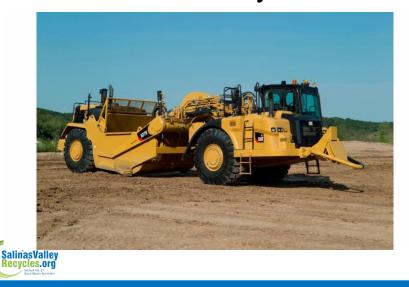
# **Compactor Compacts Garbage**



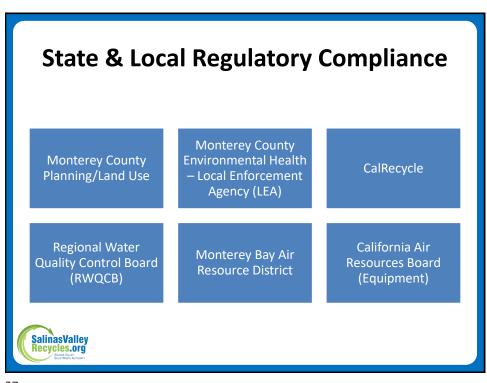
Salinas Valley Recycles.org

25

# Scrapers Haul Soil for Daily Cover and Closure Project



26



















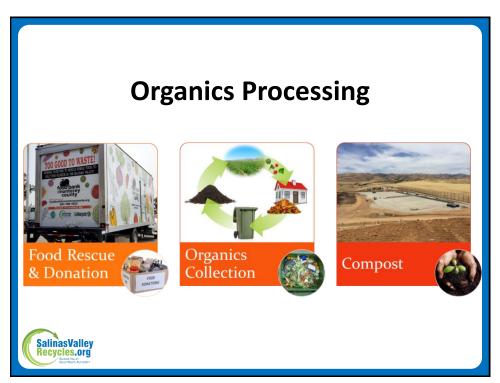
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### **On-Going From Disposal Fees**

- State, Regional, and Local Fees
- Operational Costs
- Ongoing Capital Improvements
- Set-aside for Future Modules, Capital Reserves
- Required Set-aside for Closure Costs
- Pledge of Revenue/ Set-asides for Post Closure Maintenance (30 years min.)
- Pledge of Revenue/ Set-asides for Environmental Impairment



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## **Questions/Comments?**

**SVR Management Team** 



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	SVR Agenda Item - View Ahead 2022					
	30-Jun-22	Jul	Aug	Sep	Oct	Nov
1			Minutes	Minutes	Minutes	Minutes
2			May Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3	п		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4	ic Planning Session		June 30 Cash & Investments Report (EC)	New FY Grants & CIP Budget (EC)	September 30 Cash & Investments Report	3rd Qtr. Tonnage & Diversion Report
5	Plannin	ECESS	Member Agencies Activities Report	2019-2020 SVR Annual Report	BD/EC Meetings Schedule	
6		INGS RE	2nd Qtr. Tonnage & Diversion Report	Social Media Campaign	Salinas Bowmen Agreement	
7	Board of Directors Strateg	MEET	Community Based Social Marketing research final report/results		Audit Report Previous FY <b>(EC)</b>	
8	Board of				Regional Franchise Procurement (EC)	
9					GM Evaluation (EC)	
10						1
11	Consent  Presentation  Consideration					
12	Consideration  Closed Session  [Other] (Public Hearing, Recognition, Informational, etc.)  (EC) Executive Committee  (SD) Strategic Plan Item					

(sp) Strategic Plan Item