

A G E N D A Regular Meeting

BOARD OF DIRECTORS

January 19, 2023 | <u>6:00 p.m.</u> ZOOM Meeting ID No. 886 3065 5675

Passcode: 668465

<u>Meeting Information</u> – This meeting will be held virtually. For details on how to observe the meeting or participate virtually read the notice on page 3.

Board Norms

- ✓ Avoid assuming intent or motives.
- ✓ Commit to the shared success of the Authority.
- ✓ Govern as a body.
- ✓ Maintain an Authority perspective and balance it with individual city/county interests.
- ✓ Recognize the success of employees.
- ✓ Hold regular meetings between the General Manager and

one-on- ones with Board members.

- ✓ Communicate effectively with the public.
- ✓ Respect the form of government.
- ✓ Avoid criticizing staff or each other in public; coach privately.
- ✓ Refrain from using technology during Board meetings.
- ✓ Approach the business of government in a professional manner.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Directors

County: Chris Lopez, President

County: Vacant

Salinas: Anthony Rocha
Salinas: Andrew Sandoval
Salinas: Carla Viviana Gonzalez

Gonzales: Elizabeth Silva Soledad: Ben Jimenez, Jr.

Greenfield: Vacant

King City: Robert S. Cullen

Alternate Directors

County: Luis Alejo

Salinas: Orlando Osornio

Gonzales: Scott Funk

Soledad: Maria Corralejo 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: 886 3065 5675 | Passcode: 668465

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.

ELECTION OF OFFICERS

A. 2023 ELECTION OF OFFICERS - PRESIDENT, VICE PRESIDENT, AND ALTERNATE VICE PRESIDENT

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

CONSENT AGENDA:

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

1. Minutes of the December 15, 2022 Meeting

- 2. November 2022 Claims and Financial Report
- 3. December 2022 Quarterly Investments Report
- 4. Member and Interagency Activities Report for December 2022
- 5. A Resolution Making Findings Related to the Continued Existence of a State of Emergency

 <u>Due to Covid-19 and Re-Authorizing the Conduct of Public Meetings of the Legislative Bodies</u>

 <u>of the Authority Via Remote Teleconferencing for a 30-Day Period Pursuant to the Ralph M.</u>

 <u>Brown Act as Amended by Assembly Bill No. 361</u>
- 6. <u>Monterey County Health Department, Environmental Health Bureau, Calendar Year 2021 Used Motor Oil and Filter Recycling Program Annual Report</u>
- 7. A Resolution Approving an Adjustment to the Operating Budget for Fiscal Year 2022-23
- 8. <u>A Resolution Awarding the Upgrade of the Scale House Software to Paradigm Software in the Amount of \$65,690</u>
- 9. <u>A Resolution Approving an Agreement with Geo-Logic Associates (GLA) in the Amount of \$40,320 for Stormwater Management Plan at the Johnson Canyon Landfill</u>
- 10. A Resolution Authorizing the Purchase of One (1) New 2024 114 SD Freightliner Truck from National Auto Fleet Group for the Transport Operations for an Amount of \$175,759.22
- 11. <u>A Resolution Authorizing the Purchase of One Used 2017 Case 586H All-Terrain Forklift from United Rentals of Salinas for the Johnson Canyon Landfill for an Amount of \$62,602.75</u>
- 12. <u>A Resolution Approving Amendment</u> No. 1 to the Service Agreement with Clean Earth for Household Hazardous Waste Transportation, Disposal, and Recycling Services

PRESENTATION

- 13. 2022 ANNUAL EMPLOYEE SURVEY
 - A. Receive Report from Monica Ambriz, Human Resources Supervisor
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action None; Informational Only
- 14. AB 939 PROGRAM UPDATE
 - A. Receive Report from Mandy Brooks, Resource Recovery Manager
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action None; Informational Only

CONSIDERATION

- 15. REQUEST FOR FY 2022-23 PRELIMINARY BUDGET DIRECTION
 - A. Receive Report from Ray Hendricks, Finance and Administration Manager
 - B. Board Discussion
 - C. Public Comment
 - D. Recommended Action Provide Input and Direction

FUTURE AGENDA ITEMS

16. AGENDA ITEMS - VIEW AHEAD SCHEDULE

CLOSED SESSION

Receive public comment from audience before entering into closed session:

17. Conference With Legal Counsel — Potential Significant Exposure to Litigation pursuant to paragraph (2) of Government Code Section 54956.9(d)(2): (One case)

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 virtual format. All of the Board members will be attending remotely from various locations.

To observe the meeting, go to our YouTube channel at https://www.youtube.com/user/svswa831.

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/88630655675?pwd=TVJ0ODk1NzJvcOphTDZpbStDeVYzUT09. 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 : 886 3065 5675 #		Passcode: 6684	65
To Raise your Hand press *9		To Mute and U	nmute yourself press *6

Public comments may also be submitted via e-mail to the Clerk of the Board at comment @svswa.org. Comment must be received by 4 p.m. on Thursday, January 19, 2023 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, January 13, 2023**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on, **Thursday, February 16, 2023**. 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.*

ACHIEVING DISTRICT GOALS... TOGETHER.



Two Conferences for Training Throughout the State

February 26 – March 1, 2023 – La Quinta (Palm Springs Area)

OR

October 22 – 25, 2023 – Sonoma County (Santa Rosa)



A Comprehensive Governance Leadership Conference for Elected and Appointed Directors/Trustees



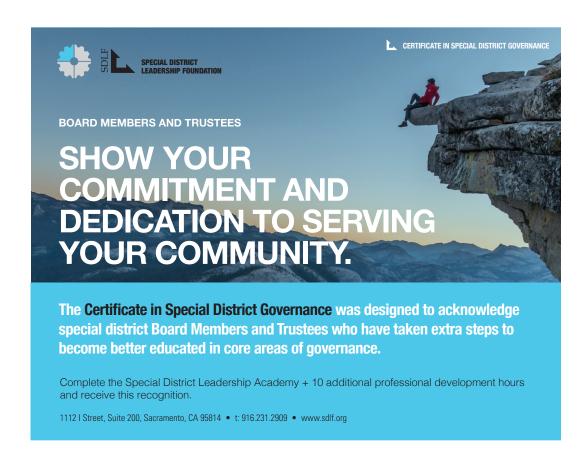
BOARD & STAFF LEARN TO WORK AS A TEAM.

Participate in the **Special District Leadership Academy Conference** and complete all four modules of the
Academy during the course of two and a half days.

This conference content is based on CSDA's Special District Leadership Academy (SDLA) groundbreaking, curriculum-based continuing education program, which recognizes the necessity for the board and general manager to work closely toward a common goal. SDLA provides the knowledge base to perform essential governance responsibilities and is designed for both new and experienced special district board members.

"This conference was very informative and presented well. Each presenter was very knowledgeable on the subject matter. I feel this training should be mandatory for all special district board members and GM's."

Scott Frick, Scott Valley Fire Protection District





ATTEND CSDA'S SPECIAL DISTRICT **LEADERSHIP ACADEMY CONFERENCE**

Local boards are the reason why local control is local. Special district boards are the voices of the community. and they are also a large reason why special districts exist.

The truth is that every elected or appointed public official needs to worry about governance; governance is what boards do. It's what they bring to the table.

Governance is taking the wishes, needs, and desires of the community and transforming them into policies that govern the district.

Whether you're new to the board, or someone who has served for many years, this conference provides essential tools and information to effectively govern your district!

Attendees will learn:

- Teamwork: The roles of the board and staff in your
- Attributes and characteristics of highly effective boards.
- How culture, norms, values, and operating styles influence the district.
- Specific jobs the board must perform.
- How individual values, skills, and knowledge help to shape how effective boards operate.
- The importance of moving from "I" to "we" as the governance team.
- The board's role in setting direction for the district.
- The board's role in finance and fiscal accountability.
- And much more!



SDRMA Credit Incentive Points

Special District Risk Management Authority (SDRMA) is committed to establishing a strategic partnership with our members to provide maximum protection, help control losses, and positively impact the overall cost of property/liability and workers' compensation coverage through the Credit Incentive Program. Credit incentive points can be earned based on an agency's attendance at the Special District Leadership Academy Conference, reducing SDRMA member's annual contribution amount.



February 26 - March 1, 2023 **Embassy Suites La Quinta Hotel & Spa**

50-777 Santa Rosa Plaza La Quinta, CA 92253

HOTEL ROOM RESERVATIONS

Room reservations are available at the CSDA rate of \$180 plus tax, single or double occupancy. You will receive a link to make your hotel reservation AFTER you have registered for the conference. The room reservation cut-off is January 25, 2023; however, space is limited and may sell out before this date.

CSDA rate includes complimentary full, cooked to order breakfast buffet, complimentary Nightly Managers Reception, complimentary self-parking, and complimentary guest room Wi-Fi.



January 25, 2023.

EARLY BIRD DISCOUNT

The early bird discount for this location requires registration on or before Tuesday,

Cancellations must be in writing and received by CSDA no later than January 25, 2023 at 5:00 p.m. All cancellations received by this date will be refunded less a \$75 cancellation fee. There will be no refunds for cancellations made after January 25, 2023. Substitutions are acceptable and must be done in writing no later than February 17, 2023 at 5:00 p.m. Please submit any cancellation notice or substitution requests to meganh@csda. net or fax to 916-520-2465.



October 22 - 25, 2023 **Hyatt Regency Sonoma Wine Country**

170 Railroad Street Santa Rosa, CA 95401

HOTEL ROOM RESERVATIONS

Room reservations are available at the rate of \$157* plus tax, single or double occupancy plus \$25/night per room discounted destination fee. You will receive a link to make your hotel reservation AFTER you have registered for the conference. The room reservation cut-off is September 22, 2023: however, space is limited and may sell out before this date.

CSDA rate and discounted destination fee includes glass of wine upon check-in, unlimited personal Wi-Fi access, exclusive winery offers from winery partners, electric vehicle charging stations, daily in-room water, and daily wine tasting in lobby.

*Rate at this location will be the current per-diem rate; \$157 as of 11/22 but subject to change.

EARLY BIRD DISCOUNT The early bird discount for this location requires registration on or before Thursday, September 22, 2023.

Cancellations must be in writing and received by CSDA no later than September 22, 2023, at 5:00 p.m. All cancellations received by this date will be refunded less a \$75 cancellation fee. There will be no refunds for cancellations made after September 22, 2023. Substitutions are acceptable and must be done in writing no later than October 13, 2023, at 5:00 p.m. Please submit any cancellation notice or substitution requests to meganh@csda.net or fax to 916-520-2465.

FIRST-TIME ATTENDEE

SCHEDULE OF EVENTS



SUNDAY

5:30 - 7:00 p.m.

REGISTRATION AND NETWORKING RECEPTION

Take a moment to network with your peers from throughout the state at this informal networking reception. Reception includes light appetizers.

MONDAY

8:30 – 10:00 a.m. BUILDING A FOUNDATION FOR GOOD GOVERNANCE

* This session covers Module 1 of the Special District Leadership Academy: Governance Foundations.

In this conference session, the instructor will lay the groundwork for good governance in your district.

Attendees will discover:

- Why good governance is so important to the overall well-being of the district.
- The traits of effective board members.
- What good governance means and how to effectively put it into practice.
- How to move your board from "I" to "we," including how to become an effective team, establish team standards, and essential conditions for team building.

10:00 – 10:30 a.m. BREAK (All Attendees)

10:30 a.m. – 12:30 p.m.
BUILDING A FOUNDATION FOR GOOD
GOVERNANCE (continued)

12:30 – 1:30 p.m. LUNCH PROVIDED (All Attendees)

1:45 – 3:00 p.m. DEFINING BOARD/STAFF ROLES AND RELATIONSHIPS

* This session covers Module 4 of the Special District Leadership Academy: Board's Role in Human Resources.

This conference session will teach participants how to determine the human resource (HR) health of their district and what areas to focus on as a board and individual governing official including:

- Identifying the board's role in human resources.
- Recognizing HR red flags and positive indicators.
- Developing and maintaining essential HR policies.
- Covering confidentiality and legal liabilities.
- Evaluating the general manager.

3:00 - 3:30 p.m. BREAK (All Attendees)

3:30 – 4:30 p.m.
DEFINING BOARD/STAFF ROLES AND
RELATIONSHIPS (continued)

5:30 – 7:00 p.m. SIP AND SAVOR EVENING RECEPTION



Sponsored by the Special District Risk Management Authority (SDRMA)

Join us for a lively evening of networking and refreshments.

TUESDAY

8:30 – 10:00 a.m. FULFILLING YOUR DISTRICT'S MISSION: CHARTING THE COURSE

* This session covers Module 2 of the Special District Leadership Academy: Setting Direction/Community Leadership

This conference session will highlight the importance of setting the direction for your district. Learn the critical components of direction setting for your district along with how to avoid planning pitfalls. Attendees will walk through the steps of establishing and fulfilling your district's mission, vision, values, strategic goals, and how to communicate those objectives to your constituents.

10:00 - 10:30 a.m. BREAK (All Attendees)

10:30 – 12:00 p.m.
FULFILLING YOUR DISTRICT'S MISSION:
CHARTING THE COURSE (continued)

12:00 – 1:00 p.m. LUNCH PROVIDED (All Attendees)

1:15 – 2:45 p.m. GET THE WORD OUT! BEST PRACTICES FOR COMMUNICATION AND OUTREACH

* This session covers Module 2 of the Special District Leadership Academy: Setting Direction/Community Leadership.

This conference session looks at common communication breakdowns and potential areas for improvement in public agency communications. It will discuss proper and effective communication methods to be aware of as a governing official including:

- · Identifying audiences.
- Responding to public input.
- Media relations.
- Legislative outreach and advocacy.

2:45 - 3:00 p.m.

BREAK (All Attendees)

3:00 – 4:00 p.m.
GET THE WORD OUT! BEST PRACTICES
FOR COMMUNICATION AND OUTREACH
(continued)

OPEN EVENING



8:30 – 10:00 a.m. SHOW ME THE MONEY! WHAT DO BOARD MEMBERS NEED TO KNOW ABOUT DISTRICT FINANCES?

* This session covers Module 3 of the Special District Leadership Academy: Board's Role in Finance and Fiscal Accountability.

This conference session will provide a review and insight of important financial concepts, reports, and policies specific to public agencies including special districts. Attendees will learn:

- How to ask the right questions.
- How to link the finance process to the district mission and goals.
- Budget process, budget assessment, and communicating budget information to the public.
- How to develop and analyze capital improvement plans and reserve guidelines.

10:00 – 10:15 a.m. BREAK (All Attendees)

10:15 a.m. – 12:00 p.m.
SHOW ME THE MONEY! WHAT DO
BOARD MEMBERS NEED TO KNOW
ABOUT DISTRICT FINANCES? (continued)

12:00 p.m. GRADUATION CERTIFICATE DISTRIBUTION

First-time attendees must attend all sessions and turn in their completed certificate application in order to receive their certificate at the conclusion of the conference.

"I found the programming relevant and timely as a newly elected board member. I liked that staff attended to give different perspectives. The presenters were leaders in their field, very knowledge and generous with their time for further discussion."

Heidi Doyle,

North Tahoe Fire Protection District



We love maximizing the benefits we offer. You love winning prizes! We start with an exploration of membership benefits to make sure your district is taking full advantage of all we provide. Along the way, you'll win prizes!

REASONS TO ATTEND:

- We mentioned prizes, right?
- Learn how to navigate our website & community portal so you can quickly access resources
- Explore CSDA value-added benefits that may save your district money!
- BINGO is for everyone! Members & non-members all benefit
- Meet new peers! This activity has a way of bringing people



SDLA Graduate? Join us for our Returning Attendee Track with Two Days of Breakout Sessions with topics such as:

- HOW TO LEAD YOUR BOARD MEETINGS AWAY FROM CHAOS
- INTRODUCTION TO LABOR RELATIONS
- FINANCING AND FINANCIAL MANAGEMENT
- BROWN ACT UPDATES
- STRATEGIC PLANNING

Check the SDLA Website for Returning Attendee Track Session details when agenda is confirmed.

RETURNING ATTENDEE

SCHEDULE OF EVENTS



SUNDAY

5:30 – 7:00 p.m. **REGISTRATION AND NETWORKING RECEPTION**

Take a moment to network with your peers from throughout the state at this informal networking reception. Reception includes light appetizers.

"It was a great conference fully loaded with valuable information, resources, tools and materials to review and share."

Crystal Harding,
North Highlands Recreation and Park District

MONDAY

8:30 a.m. – 12:30 p.m. BREAKOUT SESSIONS

10:00 – 10:30 a.m. BREAK (All Attendees)

12:30 – 1:30 p.m. LUNCH PROVIDED (All Attendees)

1:45 – 4:30 p.m. BREAKOUT SESSIONS

3:00 – 3:30 p.m. BREAK (All Attendees)

5:30 – 7:00 p.m. SIP AND SAVOR EVENING RECEPTION



Sponsored by the Special District Risk Management Authority (SDRMA)

Join us for an entertaining evening of networking and refreshments.



8:30 a.m. – 12:00 p.m. BREAKOUT SESSIONS

10:00 - 10:30 a.m. BREAK (All Attendees)

12:00 - 1:00 p.m. LUNCH PROVIDED (All Attendees)

1:15 – 4:00 p.m. BREAKOUT SESSIONS

2:45 - 3:00 p.m. BREAK (All Attendees)

4:00 p.m.
CONFERENCE ENDS FOR RETURNING
ATTENDEES

"It was interesting and informative. The presentations gave me a foundation of my 'job' as a representative of my community. There are questions I need to ask staff and there are suggestions I need to make to my fellow board members based on the information provided. SDLA is a valuable resource for our Community Services District."

De Denten,

Gualala Community Services District



2023 Registration Form

Special District Leadership Academy Conference

(Use one form per registrant)

Three Ways to Register

- **Register online** by visiting the SDLA Conference website at sdla.csda.net.
- Fax number: 916-520-2465. All faxed registration forms must include credit card payment.
- Mail: CSDA, 1112 | Street, Suite 200, Sacramento, CA 95814. Please include registration form and payment. Checks should be made payable to: California Special Districts Association.

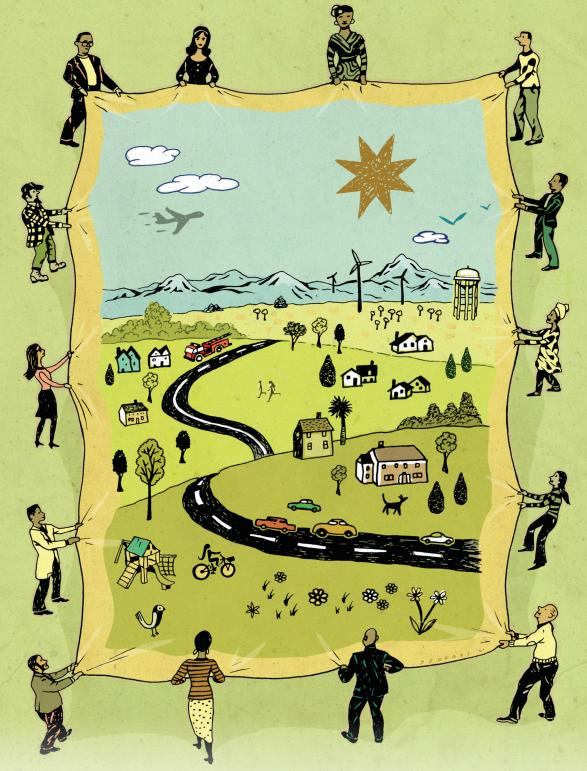
Not sure if you are a member?

Contact the CSDA office at 877-924-2732 to find out if your agency or company is already a member. To learn more about the many benefits of CSDA membership, contact Member Services Director Cassandra Strawn at membership@csda.net or call toll-free at the number listed above.



Name/Title:				
☐ First-time Attendee ☐ Returning Attendee				
District:				
Address:				
City:		State:		Zip:
Phone:		Fax:		
☐ Member ☐ Non-member		Email:		
Emergency Contact - Name & Phone:				
WHICH CONFERENCE WILL YOU BE ATTENDING?				
		O CANTA DOCA		
FEBRUARY 26 - MARCH 1, 2023 - LA QUINTA EARLY BIRD DISCOUNT: JANUARY 25, 2023	OCTOBER 22 - 25, 202 EARLY BIRD DISCOU	NT: SEPTEMBER 22, 2023		
☐ CSDA Member \$625 ☐ Non-member \$950	☐ CSDA Member☐ Non-member	\$625 \$950		
		\$300		
AFTER JANUARY 25	AFTER SEPTEMBER 22	ф07F		
☐ CSDA Member \$675 ☐ Non-member \$1,010	☐ CSDA Member ☐ Non-member	\$675 \$1,010		
		φ1,010		
SEND MORE - SAVE MORE! SPECIAL DISCOUNTED PRI	CING!			
ADDITIONAL ATTENDEE FROM THE SAME DISTRI	CT	ADDITIONAL ATTENDEE FRO		AME DISTRICT
BEFORE EARLY BIRD DISCOUNT		AFTER EARLY BIRD DISCOUN		
☐ CSDA Member \$425		☐ CSDA Member	\$475	
□ Non-member \$650		☐ Non-member	\$715	
Payment				
☐ Check ☐ Visa ☐ MasterCard ☐ Dis	cover	ress		
Acct. Name:		Acct. Number:		
Expiration Date: CVC:		Authorized Signature:		
Special needs				
☐ Vegetarian ☐ Other:				

Consent to Use Photographic Images: Registration and attendance at, or participation in, CSDA meeting and other activities constitutes an agreement by the registrant to CSDA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.



Steady as you go.

When your team and ours all pull together, you get the sure-footed stability you need to proceed with confidence. As an extension of your staff, we are always at the sidelines delivering service and expertise. For everything from Workers' Compensation and Property/Liability coverages to Health Benefits options available throughout California, we are here to keep you going strong. For more information, visit sdrma.org.



Date: January 20, 2022

From: Patrick Mathews, General Manager/CAO

Title: 2022 Election of Officers

ITEM NO. A

Finance and Administration Manager/Controller-Treasurer

General Manager/CAO

N/A

Authority General Counsel

RECOMMENDATION

Staff recommends that the Board follow the procedures documented in the Authority Code and elect officers for calendar year 2022.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

None

DISCUSSION & ANALYSIS

The Nominating Committee was appointed at the November 2022 meeting (Director Cullen, Director Rocha, and Director Silva). Past practice of the Board has been to nominate a member of the Executive Committee to be Board President. Currently the Board and Nominating Committee is faced with a unique situation with the President having reached his two-year term limit as Board President, and the Vice President and Alternate Vice President not being re-elected to their respective City Councils. Due to unexpected delays in some member agency appointments, the Nominating Committee will be providing its recommendation at the meeting and in accordance with the current rotation set by the Authority Code for the 2023 Authority Officers to be as follows:

City of Salinas Representative for President: South County City Representative for Vice President: Monterey County Representative for Alternate Vice President:

Election Procedures:

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

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

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

BACKGROUND

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

ATTACHMENT(S)

- 1. Elections Procedures
- 2. Elected Officers History

AUTHORITY CODE

2.01.010 SELECTION OF PRESIDENT AND VICE-PRESIDENT

The Authority Board shall choose one of its members to be President and one of its members to be Vice-President. The board member nominated to the office of President shall rotate between a representative from the City of Salinas, a south county city (i.e., Gonzales, Greenfield, King City, and Soledad) and the County of Monterey. The board member nominated to the office of Vice-President shall rotate in the same manner as the office of President, but shall not be from the same member agency's legislative body as the board member elected as President. (Ord. 005, 12/11/2003)

2.01.011 SELECTION OF ALTERNATE VICE-PRESIDENT

In the manner prescribed by the JPA, this section adds the additional office of Alternate Vice-President to be elected in the same manner established in Section 2.01.010. Board shall select an additional officer, designated as the Alternate Vice-President. The Alternate Vice-President shall serve as the Vice-President in the absence of the Vice-President. The Board member elected to the office of Alternate Vice-President shall rotate in the same manner as the office of President and Vice-President, but shall not be from the same member agency's legislative body as the member elected as President and the member selected as Vice-President. (Ord. 005, 12/11/2003)

2.01.040 TERM OF OFFICE

The term of office for the President and Vice-President shall be one year commencing upon election at the regular meeting held in January and ending upon election of a successor at the regular meeting the following January. A Board Member may serve no more than two consecutive terms. (*Ord. 99-04, 2/18/1999*)

2.06.010 BOARDS AND COMMISSIONS

An Executive Committee is hereby formed consisting of the President, Vice-President and Alternate Vice-President. The Committee shall conduct meetings as needed and shall receive direction from, and report directly to, the Board of Directors on all matters considered. Bylaws or procedures may be adopted by Resolution of the Board to provide direction or guidance of the duties and responsibilities delegated to the Committee. (*Ord.* 005, 12/11/2003)

A majority of the Board may determine from time to time to appoint the Authority's immediate Past President as a fourth member of the Executive Committee, in which case the Board shall specify the term of such appointment. (Ord. 08, 2/18/2010)

JOINT POWERS AGREEMENT

- 1. TERMS OF OFFICE: The term of office of each member of the Authority Board shall be one year and shall not exceed the term of the elective office which the member holds.
- 2. OFFICERS OF THE AUTHORITY BOARD: At its first meeting and thereafter at the first meeting of each calendar year, the Board of Directors shall elect a President, Vice-President; and such other officers as the Authority Board shall find appropriate, to serve the Authority Board for a term of one year unless sooner terminated at the pleasure of the Authority Board. In the event the officer so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Authority Board held following the occurrence of the vacancy. In the absence or inability of the President to act, the Vice-President shall act as President. The President, or in the absence of the President, the Vice-President, shall preside at and conduct all Authority Board meetings.

Officers of the Salinas Valley Solid Waste Authority

TERM	PRESIDENT	VICE PRESIDENT	ALTERNATE VICE PRESIDENT
2023	City of Salinas	South County City	County of Monterey
2022	Chris Lopez	Christie Cromeenes	Andrew Tipton
2022	County of Monterey	City of Salinas	City of Greenfield
2021	Chris Lopez	Christie Cromeenes	Andrew Tipton
2021	County of Monterey	City of Salinas	City of Greenfield
2020	Rob Cullen	Gloria De La Rosa	Chris Lopez
	South County	City of Salinas	County of Monterey
2019	Rob Cullen South County	Gloria De La Rosa City of Salinas	Chris Lopez County of Monterey
	Simon Salinas	Rob Cullen	Gloria De La Rosa
2018	County of Monterey	South County	City of Salinas
	Simon Salinas	Rob Cullen	Gloria De La Rosa
2017	County of Monterey	South County	City of Salinas
	Jyl Lutes ¹	Simon Salinas	Richard Perez ²
2016	City of Salinas	County of Monterey	City of Soledad
_	Elizabeth Silva	Jyl Lutes	Simon Salinas
2015	City of Gonzales	City of Salinas	County of Monterey
2011	Elizabeth Silva	Jyl Lutes	Simon Salinas
2014	City of Gonzales	City of Salinas	County of Monterey
2042	Fernando Armenta	Elizabeth Silva	Jyl Lutes
2013	County of Monterey	City of Gonzales	City of Salinas
2012	Fernando Armenta	Elizabeth Silva	Dennis Donohue
2012	County of Monterey	City of Gonzales	City of Salinas
2011	Gloria De La Rosa	Fernando Armenta	Elizabeth Silva
2011	City of Salinas	County of Monterey	City of Gonzales
2010	Gloria De La Rosa	Richard Ortiz ³	Fernando Armenta
2010	City of Salinas	City of Soledad	County of Monterey
2009	Lou Calcagno	Gloria De La Rosa	Richard Ortiz
	Monterey County	City of Salinas	City of Soledad
2008	George Worthy	Lou Calcagno	Gloria De La Rosa
	City of Gonzales	Monterey County	City of Salinas
2007	George Worthy	Lou Calcagno	Gloria De La Rosa
	City of Gonzales Janet Barnes	Monterey County	City of Salinas
2006	City of Salinas	George Worthy City of Gonzales	Lou Calcagno Monterey County
	Janet Barnes	George Worthy	Lou Calcagno
2005	City of Salinas	City of Gonzales	Monterey County
	Fernando Armenta	Janet Barnes	George Worthy
2004	Monterey County	City of Salinas	City of Gonzales
	Fernando Armenta	Janet Barnes	
2003	Monterey County	City of Salinas	N/A
2000	Zeke Bañales ⁴	Fernando Armenta	21/2
2002	City of Greenfield	Monterey County	N/A
2001	Jan Collins ⁵	Zeke Bañales	N/A
2001	City of Salinas	City of Greenfield	IV/A
2000	Simon Salinas ⁶	Jan Collins	N/A
2000	County of Monterey	City of Salinas	17/7
1999	Gary Gerbrandt	Simon Salinas	N/A
1999	City of Soledad	County of Monterey	17/7
1998	Gary Gerbrandt	Simon Salinas	N/A
1550	City of Soledad	County of Monterey	.4//
1997	Juan Olivarez	Fabian Barrera	N/A
	City of Salinas	City of Soledad	7

¹ Was not re-elected to City Council
2 Was not re-elected to City Council
3 Was not re-elected to City Council
4 Was not re-elected to City Council
5 Declined second term — leaving office at end of year
6 Left office of County Supervisor

MINUTES OF THE SALINAS VALLEY SOLID WASTE AUTHORITY BOARD MEETING DECEMBER 15, 2022

This meeting was conducted in virtual format 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

Agenda Item

General Manager/CAO

R. Santos by E.T.

Authority General Counsel
Approval

County of Monterey	Christopher M. Lopez, President	Virtual
City of Salinas	Kimbley Craig	Virtual
City of Salinas	Anthony Rocha (logged in at 6:05pm)	Virtual
City of Gonzales	Elizabeth Silva	Virtual
City of Soledad	Ben Jimenez	Virtual
City of Greenfield	Bob White (Alternate)	Virtual
City of King	Robert Cullen	Virtual

Absent City of Greenfield

County of Monterey John M. Phillips

Staff Member Present

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

MEETING ANNOUNCEMENTS

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

APPROVAL OF AGENDA

Board Discussion: City of Greenfield position is currently vacant.

Public Comment: None

Motion: Director Craig made a motion to approve the agenda with the correction of

removing Drew Tipton as City of Greenfield representative to vacancy.

Director Jimenez seconded the motion.

Votes: Motion carried 7,0

Ayes: Craig, Cullen, Jimenez, Lopez, Rocha, Silva, White (Alt)

Noes: None Abstain: None Absent: Phillips

GENERAL MANAGER/CAO COMMENTS

(6:04) None

DEPARTMENT MANAGER COMMENTS

(6:05) None

BOARD DIRECTOR COMMENTS

(6:07) None

PUBLIC COMMENT

(6:07) None

RECOGNITIONS

A. A Proclamation Honoring Christie Cromeenes member since January 2019 (absent)

B. A Proclamation Honoring John Phillips member since January 2015 (absent)

C. A Proclamation Honoring Drew Tipton member since January 2019 (absent)

(6:08) General Manager/CAO Mathews presented proclamations to the following exiting Board members honoring their service with the Authority Board.

Board Comments: The Board commended the exiting Board members for their service,

dedication, and commitment during their time on the Authority Board.

Public Comments: None

Motion: Director Craig made a motion to approve the proclamations.

Director Silva seconded the motion.

Votes: Motion carried 7,0

Ayes: Craig, Cullen, Jimenez, Lopez, Rocha, Silva, White (Alt)

Noes: None Abstain: None Absent: Phillips

CONSENT AGENDA (6:08)

- 1. Minutes of the November 17, 2022 Meeting
- 2. October 2022 Claims and Financial Report
- 3. Member and interagency Activities Report for November 2022
- **4.** Resolution No. 2022-77 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
- 5. Resolution No. 2022-78 Approving Amendment No. 1 to the Memorandum of Understanding (MOU) Between the Salinas Valley Solid Waste Authority and the Administration, Finance, and Resource Recovery Benefits Committee (ABC) and Revised Salary Schedules effective July 11, 2022 and July 10, 2023
- 6. Resolution No. 2022-79 Approving Amendment No. 1 to the Memorandum of Understanding (MOU) Between the Salinas Valley Solid Waste Authority and the At-Will Management Employees (AWME) and Revised Salary Schedules effective July 11, 2022, January 1, 2023, and July 10, 2023
- 7. Resolution No. 2022-80 Adopting Salaries and Benefits for the Field Operations Supervisors as Unrepresented Employees and Revised Salary Schedule effective July 11, 2022
- **8.** Resolution No. 2022-81 Approving Amendment No. 12 to the Revised and Restated Agreement Between the Salinas Valley Solid Waste Authority and R. Patrick Mathews for Services as General Manager/Chief Administrative Officer (GM/CAO) and Revised Salary Schedule effective January 1, 2023

Public Comment: None

Board Discussion: None

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

Director Cullen seconded the motion.

Votes: Motion carried 7,0

Ayes: Craig, Cullen, Jimenez, Lopez, Rocha, Silva, White (Alt)

Noes: None Abstain: None Absent: Phillips

FUTURE AGENDA ITEMS

9. AGENDA ITEM - VIEW AHEAD SCHEDULE

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

ADJOURNED

(6:25) President Lopez adjourned the meeting.

	APPROVED:		
		Board President	
Attest:	<u></u>		
Erika J. Trujillo, Clerk of the Board			



Date: January 19, 2022

From: C. Ray Hendricks, Finance and Administration

Manager

Title: November 2022 Claims and Financial Reports

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

Authority General Counsel

RECOMMENDATIONS

Staff requests that the Board accepts the November 2022 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of November for a summary of the Authority's financial position as of November 30, 2022. The following are highlights of the Authority's financial activity for the month of November.

Results of Operations (Consolidated Statement of Revenues and Expenditures) For the month of November 2022, operating revenues exceeded expenditures by \$690,476.

Revenues (Consolidated Statement of Revenues and Expenditures)

	November	November		
	Budget	Actual	Over/(Under)	
Tipping Fees - Solid Waste	1,147,315	1,186,808	39,493	3.4%
Tipping Fees - Diverted Materials	266,024	220,020	(46,004)	-17.3%
Other Revenues	522,111	570,927	48,816	9.3%
Total Revenue	1,935,450	1,977,755	42,305	2.2%

Solid Waste revenues for November were \$39,493 or 3.4% over budgeted amounts. Diverted Material revenues for November were \$46,004 or 17.3% under budgeted amounts. November total revenue was \$42,305 or 2.2% over budgeted amounts.

	Y-T-D	Y-T-D		
	Budget	Actual	Over/(Under)	
Tipping Fees - Solid Waste	5,927,135	6,398,115	470,980	7.9%
Tipping Fees - Diverted Materials	1,387,466	1,404,362	16,896	1.2%
Other Revenues	2,749,569	2,747,075	(2,494)	-0.1%
Total Revenue	10,064,170	10,549,552	485,382	4.8%

Solid Waste revenues year to date as of November were \$470,980 or 7.9% over budgeted amounts. Diverted Material revenues year to date as of November were \$16,896 or 1.2% over budgeted amounts. Year to date total revenue as of November was \$485,382 or 4.8% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)
As of November 30, 2022 (41.7% of the fiscal year), year-to-date operating expenditures totaled \$9,356,983. This is 44.1% of the operating budget of \$21,200,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)
For the month of November 2022, capital project expenditures totaled \$140,335. \$78,270 was for the Administration Office Improvements. \$16,378 was for the LR Postclosure Maintenance. \$14,754 was for the 14,754 JC LFG System Improvements. \$12,154 was for the CH Postclosure Maintenance.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of November 2022 is attached for review and acceptance. November disbursements total \$1,302,855.10 of which \$614,565.22 was paid from the payroll checking account for payroll and payroll related benefits.

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

Vendor	Services	Amount
Southern Counties Lubricants LLC	Monthly Vehicle & Equipment Fuel	\$64,038.97

Cash Balances

The Authority's cash position increased \$706,361.85 during November to \$32,742,551.14. 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, cash for debt service payments are transferred in November and January. While these transfers and payments leave the balance available for operations with a negative balance, profitable operations should improve the balance to a positive amount by the end of the fiscal year.

Restricted by Legal Agreements: Johnson Canyon Closure Fund Restricted for Pension Liabilities (115 Trust) State & Federal Grants BNY - Bond 2022A Payment	5,000,068.22 362,363.36 317,116.83 19,423.36
<u>Funds Held in Trust:</u>	
Central Coast Media Recycling Coalition	98,735.46
Employee Unreimbursed Medical Claims	8,815.24
Committed by Board Policy:	
AB939 Services	(169,821.26)
Undesignated Fund Balance	-
Designated for Capital Projects Reserve	3,581,124.98
Designated for Environmental Impairment Reserve	2,516,999.45
Designated for Operating Reserve	3,180,000.00
Expansion Fund (South Valley Revenues)	4,780,261.23
Assigned for Post Closure and Capital Improvements	
Crazy Horse Post Closure	1,112,214.86
Lewis Road Post Closure	337,910.66
Jolon Road Post Closure	188,863.10
Johnson Canyon Post Closure	2,288,849.44
Capital Improvement Projects	11,791,833.11
Available for Operations:	(2,672,206.90)
Total	32,742,551.14

ATTACHMENTS

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

Consolidated Statement of Revenues and Expenditure For Period Ending November 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	13,532,700	1,186,808	6,398,115	47.3 %	7,134,585	0	7,134,585
Tipping Fees - Surcharge	255,000	25,000	236,793	92.9 %	18,207	0	18,207
Tipping Fees - Diverted Materials	3,287,200	220,020	1,404,362	42.7 %	1,882,838	0	1,882,838
AB939 Service Fee	3,633,000	302,750	1,513,750	41.7 %	2,119,250	0	2,119,250
Charges for Services	2,267,000	211,388	924,499	40.8 %	1,342,501	0	1,342,501
Sales of Materials	200,000	31,789	105,008	52.5 %	94,992	0	94,992
Gas Royalties	290,000	0	77,457	26.7 %	212,543	0	212,543
Investment Earnings	50,000	0	(110,432)	-220.9 %	160,432	0	160,432
Total Revenue	23,514,900	1,977,755	10,549,552	44.9 %	12,965,348	0	12,965,348
Expense Summary							
Executive Administration	505,200	53,938	188,955	37.4 %	316,246	44,298	271,947
Administrative Support	468,300	48,021	179,235	38.3 %	289,065	25,287	263,778
Human Resources Administration	280,700	16,987	92,929	33.1 %	187,771	276	187,496
Clerk of the Board	206,400	12,391	78,332	38.0 %	128,068	7	128,061
Finance Administration	884,200	76,265	335,653	38.0 %	548,547	4,564	543,983
Operations Administration	642,100	43,281	215,786	33.6 %	426,314	4,150	422,165
Resource Recovery	1,257,100	77,335	457,458	36.4 %	799,642	3,926	795,716
Marketing	75,600	350	5,688	7.5 %	69,912	67,500	2,412
Public Education	278,200	11,480	74,764	26.9 %	203,436	70,447	132,989
Household Hazardous Waste	815,600	98,042	267,222	32.8 %	548,378	27,225	521,154
C & D Diversion	364,300	4,142	16,686	4.6 %	347,614	0	347,614
Organics Diversion	2,293,900	24,253	345,520	15.1 %	1,948,380	1,552,078	396,302
Diversion Services	30,000	3,916	14,476	48.3 %	15,524	0	15,524
JR Transfer Station	728,000	73,899	300,810	41.3 %	427,191	19,452	407,738
JR Recycling Operations	188,500	14,678	63,701	33.8 %	124,799	7	124,793

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Consolidated Statement of Revenues and Expenditure For Period Ending November 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	166,100	2,956	166,122	100.0 %	(22)	0	(22)
SS Transfer Operations	164,800	0	164,944	100.1 %	(144)	0	(144)
SS Recycling Operations	116,200	3,015	116,155	100.0 %	45	0	45
ML Transportation Operations	1,582,200	140,978	668,652	42.3 %	913,548	18,082	895,466
ML Recycling Operations	684,700	53,232	169,625	24.8 %	515,075	98,444	416,631
JC Landfill Operations	3,629,400	303,023	1,474,867	40.6 %	2,154,533	567,927	1,586,605
JC Recycling Operations	618,000	46,017	171,718	27.8 %	446,282	3,591	442,690
Johnson Canyon ECS	499,800	41,963	126,836	25.4 %	372,964	135,757	237,207
Sun Street ECS	226,000	17,703	130,806	57.9 %	95,194	1,082	94,113
Debt Service - Interest	415,300	0	182,661	44.0 %	232,639	0	232,639
Debt Service - Principal	2,700,000	0	2,700,000	100.0 %	0	0	0
Closure/Post Closure Set-Aside	334,400	28,948	156,942	46.9 %	177,458	0	177,458
Cell Construction Set-Aside	1,045,000	90,464	490,444	46.9 %	554,556	0	554,556
Total Expense	21,200,000	1,287,278	9,356,983	44.1 %	11,843,017	2,644,101	9,198,916
Revenue Over/(Under) Expenses	2,314,900	690,476	1,192,569	51.5 %	1,122,331	(2,644,101)	3,766,432

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Consolidated CIP Expenditure Report For Period Ending November 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	918,084	12,154	205,369	22.4 %	712,715	99,315	613,400
Total Fund 131 - Crazy Horse Post-Closure	1,317,584	12,154	205,369	15.6 %	1,112,215	99,315	1,012,900
Fund 141 - Lewis Road Post-Closure Fund							
141 9402 LR LFG Well Replacement	65,000	0	0	0.0 %	65,000	0	65,000
141 9403 LR Postclosure Maintenance	375,990	16,378	103,079	27.4 %	272,911	50,729	222,182
Total Fund 141 - Lewis Road Post-Closure F	440,990	16,378	103,079	23.4 %	337,911	50,729	287,182
Fund 161 - Jolon Road Post-Closure Fund							
161 9604 JR Postclosure Maintenance	398,915	1,923	210,052	52.7 %	188,863	13,654	175,209
Total Fund 161 - Jolon Road Post-Closure F	398,915	1,923	210,052	52.7 %	188,863	13,654	175,209
Fund 211 - Grants							
211 9228 Tire Amnesty 2021-22	38,482	0	0	0.0 %	38,482	0	38,482
211 9230 SB1383 Local Assistance Grant Pro	332,235	0	0	0.0 %	332,235	0	332,235
211 9258 Cal Recycle - 2020-21 CCPP	3,259	0	1,800	55.2 %	1,459	0	1,459
211 9261 Cal Recycle - 2021-22 CCPP	21,393	6,204	7,179	33.6 %	14,214	0	14,214
Total Fund 211 - Grants	395,369	6,204	8,979	2.3 %	386,390	0	386,390
Fund 800 - Capital Improvement Projects Fu							
800 9105 Concrete Grinding	29,614	0	0	0.0 %	29,614	0	29,614
800 9107 Scale House Software Upgrade	100,000	0	0	0.0 %	100,000	0	100,000
800 9108 Emergency Generators	59,515	0	36,217	60.9 %	23,299	0	23,299
800 9109 Organics Infrastructure Upgrades	3,000,000	0	0	0.0 %	3,000,000	0	3,000,000
800 9110 Administration Office Improvements	350,000	78,270	121,665	34.8 %	228,335	111,471	116,864
800 9214 Organics Program 2016-17	735,733	0	0	0.0 %	735,733	0	735,733
800 9222 Community-Based Social Marketing	50,000	0	50,000	100.0 %	0	0	0

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Consolidated CIP Expenditure Report For Period Ending November 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 9223 Outdoor Education Center	56,963	479	5,154	9.0 %	51,809	0	51,809
800 9501 JC LFG System Improvements	188,268	14,754	23,346	12.4 %	164,922	2,741	162,181
800 9505 JC Partial Closure	140,846	4,294	10,525	7.5 %	130,321	0	130,321
800 9506 JC Litter Control Barrier	79,625	0	0	0.0 %	79,625	0	79,625
800 9507 JC Corrective Action	250,070	0	0	0.0 %	250,070	0	250,070
800 9509 JC Groundwater Well	400,000	0	0	0.0 %	400,000	0	400,000
800 9526 JC Equipment Replacement	2,016,025	0	0	0.0 %	2,016,025	0	2,016,025
800 9527 JC Module Engineering and Constr	2,113,797	2,980	42,635	2.0 %	2,071,162	0	2,071,162
800 9528 Roadway Improvements	400,049	0	0	0.0 %	400,049	0	400,049
800 9601 JR Transfer Station Improvements	882,138	2,028	2,028	0.2 %	880,111	0	880,111
800 9602 JR Equipment Purchase	360,000	0	182,539	50.7 %	177,461	211	177,250
800 9603 JR Well Replacement	235,622	0	0	0.0 %	235,622	0	235,622
800 9701 MLTS Equipment Replacement	303,100	0	187,990	62.0 %	115,110	0	115,110
800 9703 SSTS Improvements and Cleanup	160,934	871	2,312	1.4 %	158,622	0	158,622
Total Fund 800 - Capital Improvement Proje	11,912,300	103,675	664,410	5.6 %	11,247,889	114,423	11,133,466
Total CIP Expenditures	14,465,157	140,335	1,191,889	8.2 %	13,273,268	278,121	12,995,147

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Check #	Name	Check Date	Amount	Check Total
30075	ALESHIRE & WYNDER, LLP Monthly Legal Services	11/3/2022	16,025.10	14 025 10
30076	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	11/3/2022	95.00	16,025.10 95.00
30077	CARLON'S FIRE EXTINGUISHER SALES & SERVICE JR Safety Supplies	11/3/2022	25.00	25.00
30078	CSC OF SALINAS/YUMA JR Equipment Maintenance	11/3/2022	448.89	448.89
30079	CUTTING EDGE SUPPLY JC Equipment Maintenance Supplies	11/3/2022	2,925.12	
30080	EDUARDO ARROYO SS Office Remodel Construction	11/3/2022	38,908.00	2,925.12
30081	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	11/3/2022	3,745.65	38,908.00
30082	GONZALES ACE HARDWARE JC Facility Maintenance	11/3/2022	90.77	3,745.65
30083	GREEN LINE LIQUID WASTE HAULERS SS Facility Maintenance	11/3/2022	5,100.00	90.77
30084	GREEN VALLEY INDUSTRIAL SUPPLY, INC JR Vehicle Maintenance Supplies	11/3/2022	81.94	5,100.00
30085	HOME DEPOT All Sites Facility Supplies	11/3/2022	2,806.07	81.94
30086	**Void**	11/3/2022	-	2,806.07
30087	JT HOSE & FITTINGS ML Vehicle Maintenance	11/3/2022	466.64	-
30088	JULIO GIL HHW Facility Maintenance	11/3/2022	718.30	466.64
30089	KETTLE CREEK CORPORATION Cart Corral for King City	11/3/2022	3,441.00	718.30
30090	KING CITY HARDWARE INC. JR Facility Maintenance Supplies	11/3/2022	14.76	3,441.00
30091	MISSION LINEN SUPPLY All Sites Uniforms Maintenance	11/3/2022	1,020.48	14.76
30092	MONTEREY COUNTY TREASURER/TAX COLLECTOR Annual Property Taxes	11/3/2022	16,676.64	1,020.48
				16,676.64

Check #	Name	Check Date	Amount	Check Total
30093	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	11/3/2022	53.84	53.84
30094	PARADIGM SOFTWARE, LLC Annual Scalehouse Software Support	11/3/2022	25,253.95	25,253.95
30095	PENINSULA MESSENGER LLC All Sites Courier Services	11/3/2022	1,221.00	1,221.00
30096	PINNACLE MEDICAL GROUP, Inc. A Professional Corporation Pre-employment Physical	11/3/2022	110.00	110.00
30097	PROBUILD COMPANY LLC SS Remodeling Supplies	11/3/2022	212.96	212.96
30098	SAFETEQUIP JC Safety Supplies	11/3/2022	678.55	678.55
30099	SCS ENGINEERS JC Non Routine Engineering Services	11/3/2022	1,281.50	1,281.50
30100	SOUTHERN COUNTIES LUBRICANTS LLC JC Equipment Fuel	11/3/2022	742.68	742.68
30101	Southern Counties Oil Co., a CA Limited Partnership All Sites Vehicle Fuel	11/3/2022	12,655.83	12,655.83
30102	VALLEY FABRICATION, INC. JR Vehicle Maintenance	11/3/2022	636.05	
30103	WEST COAST RUBBER RECYCLING, INC JR Tire Diversion ML Tire Diversion	11/3/2022	2,365.00 1,551.00	636.05
30104	WESTERN EXTERMINATOR COMPANY JC Exterminator Services	11/3/2022	169.55	3,916.00 169.55
30105	WHITE CAP, L.P. SS Facility Maintenance	11/3/2022	363.19	363.19
30106	WILLDAN FINANCIAL SERVICES Bond Continuing Disclosure	11/3/2022	250.00	250.00
30107	A & G PUMPING, INC JR Portable Toilet	11/10/2022	245.75	245.75
30108	AMERICAN SUPPLY CO. JC Janitorial Supplies	11/10/2022	205.34	205.34
30109	AT&T SERVICES INC Adm Telephone Service	11/10/2022	23.00	23.00
30110	AUTOZONE LLC. Ops Adm Vehicle Maintenance	11/10/2022	99.77	99.77
				77.//

30111				
	BECKS SHOES AND REPAIR All Sites Safety Supplies	11/10/2022	2,518.76	0.510.77
30112	**Void**	11/10/2022	-	2,518.76
	BRYAN EQUIPMENT JC Equipment Maintenance	11/10/2022	70.36	-
	CALCON SYSTEMS, INC. Annual Flow Meter	11/10/2022	1,660.00	70.36
	CENTRAL COAST COMMERCIAL TIRE CENTER INC JC Equipment Maintenance	11/10/2022	530.00	1,660.00
	CLARK PEST CONTROL, INC Adm Exterminator Services HHW Exterminator Services	11/10/2022	100.00 500.00	530.00
	CLINTON HENDRICKS CalPERS Educational Forum Travel Reimbursement	11/10/2022	1,497.07	600.00
	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	11/10/2022	251.00	1,497.07 251.00
	COMCAST Monthly Internet Service	11/10/2022	118.77	118.77
	CONTAINER STOP INC. ML HHW Storage Container	11/10/2022	7,299.00	7,299.00
30121	**Void**	11/10/2022	-	7,299.00
	DOUGLAS NOLAN School Assembly Program	11/10/2022	5,000.00	5,000.00
	EAST BAY TIRE CO. Ops Adm Vehicle Maintenance	11/10/2022	266.46	266.46
	ERNEST BELL D. JR All Sites Janitorial Services	11/10/2022	3,997.00	3,997.00
	FIESTA SALINAS Community Event Salinas Parade Entry Fee	11/10/2022	350.00	350.00
	FIRST ALARM SS Alarm Services	11/10/2022	3,152.60	3,152.60
	FRESNO OXYGEN ML Vehicle Maintenance Supplies	11/10/2022	41.02	41.02
	GOLDEN STATE TRUCK & TRAILER REPAIR	11/10/2022		

Check #	Name	Check Date	Amount	Check Total
30129	GONZALES ACE HARDWARE JC Facility Maintenance Supplies	11/10/2022	123.13	123.13
30130	GRANITE ROCK CO/PAVEX SS Facility Maintenance Supplies	11/10/2022	19.67	19.67
30131	INFINITY STAFFING SERVICES, INC. JC & JR Contract Labor	11/10/2022	7,615.88	7,615.88
30132	Julia Brooker JC Garden Supplies	11/10/2022	1,708.45	1,708.45
30133	KING CITY HARDWARE INC. JR Facility Maintenance Supplies	11/10/2022	84.10	
30134	KIRBY MFG INC. JC Equipment Maintenance Supplies	11/10/2022	8,296.75	84.10
30135	MANUEL PEREA TRUCKING, INC. All Sites Equipment Rental	11/10/2022	2,665.00	8,296.75
30136	MANUEL TINAJERO JC Landscape Maintenance Supplies	11/10/2022	575.00	2,665.00
30137	MCGILLOWAY, RAY, BROWN & KAUFMAN FY Audit Services	11/10/2022	22,658.00	575.00
30138	MISSION LINEN SUPPLY All Sites Uniform Services	11/10/2022	320.11	22,658.00
30139	MONTEREY COUNTY HEALTH DEPARTMENT Mo.Co. Quarterly Regional Fee	11/10/2022	28,919.79	320.11
30140	MONTEREY COUNTY TREASURER/TAX COLLECTOR Annual Property Taxes	11/10/2022	20,463.92	28,919.79
30141	NEU-SCAPES, INC. Common Area Maintenance	11/10/2022	550.00	20,463.92
30142	ODP BUSINESS SOLUTIONS, LLC Adm & HHW Office Supplies	11/10/2022	614.41	550.00
30143	ONE STOP AUTO CARE/V & S AUTO CARE, INC RR Vehicle Maintenance	11/10/2022	51.46	614.41
30144	PENINSULA MESSENGER LLC All Sites Courier Service	11/10/2022	1,194.00	51.46
30145	PRICILLIA RODRIGUEZ JR Hauling Services	11/10/2022	1,386.12	1,194.00
30146	PROBUILD COMPANY LLC SS Remodeling Supplies	11/10/2022	142.49	1,386.12
				142.49

Check #	Name	Check Date	Amount	Check Total
30147	PURE WATER BOTTLING Adm Water Service	11/10/2022	107.00	107.00
30148	QUINN COMPANY All Sites Equipment & Vehicle Maintenance	11/10/2022	13,149.99	13,149.99
30149	REPUBLIC SERVICES #471 Adm Bldg. Monthly Trash	11/10/2022	89.08	89.08
30150	SAFETEQUIP HHW Safety Supplies	11/10/2022	85.02	85.02
30151	SCS ENGINEERS JC Engineering Services	11/10/2022	3,000.00	
30152	SCS FIELD SERVICES All Sites Remote Monitoring	11/10/2022	925.00	3,000.00
30153	Southern Counties Oil Co., a CA Limited Partnership JR Vehicle Fuel	11/10/2022	7,572.62	925.00
30154	STERICYCLE, INC Adm Shredding Services	11/10/2022	233.06	7,572.62
30155	TELCO BUSINESS SOLUTIONS Monthly Network Support	11/10/2022	274.20	233.06
30156	VALERIO VARELA JR All Sites Facility Maintenance Supplies	11/10/2022	13,150.00	274.20
30157	VALLEY FABRICATION, INC. SS Facility Maintenance Supplies	11/10/2022	1,040.06	13,150.00
30158	VEGETABLE GROWERS SUPPLY, INC. JC Safety Supplies	11/10/2022	454.59	1,040.06
30159	VOSTI'S INC All Sites Facility Maintenance Supplies	11/10/2022	1,339.90	454.59
30160	WHITE CAP, L.P. JC Facility Maintenance	11/10/2022	148.41	1,339.90
30161	ALESHIRE & WYNDER, LLP Monthly Legal Services	11/16/2022	955.50	148.41
30162	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	11/16/2022	190.00	955.50
30163	BUSCH SYSTEMS INT'L INC 3 Recycling Station for City of Greenfield	11/16/2022	2,438.41	190.00
30164	CITY OF GONZALES Monthly Hosting Fees	11/16/2022	20,833.33	2,438.41
				20,833.33

Check #	Name	Check Date	Amount	Check Total
30165	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	11/16/2022	215.50	215 50
30166	CSC OF SALINAS/YUMA JR Equipment Maintenance	11/16/2022	131.42	215.50
30167	CUTTING EDGE SUPPLY JC Equipment Maintenance	11/16/2022	146.30	131.42
30168	DATAFLOW BUSINESS SYSTEMS INC. Adm Equipment Maintenance	11/16/2022	181.77	146.30
30169	F.A.S.T. SERVICES Clerk Interpreting Services	11/16/2022	180.00	181.77
30170	FEDEX Ops Adm Overnight Shipments	11/16/2022	20.76	180.00
30171	FRESNO OXYGEN JC Equipment Maintenance	11/16/2022	872.54	20.76
30172	FULL STEAM STAFFING LLC All Sites Contract Labor	11/16/2022	4,064.09	872.54
30173	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	11/16/2022	159.57	4,064.09
30174	GONZALES ACE HARDWARE All Sites Facility Maintenance Supplies	11/16/2022	255.80	159.57
30175	GONZALES TIRE & AUTO SUPPLY All Sites Vehicle Maintenance Supplies	11/16/2022	1,097.92	255.80
30176	GRANITE ROCK CO/PAVEX JC Facility Maintenance Supplies	11/16/2022	959.93	1,097.92
30177	GUERITO JC Org Portable Toilets	11/16/2022	2,144.00	959.93
30178	HOPE SERVICES JC Diversion Services	11/16/2022	5,935.72	2,144.00
30179	JT HOSE & FITTINGS All Sites Equipment Maintenance Services	11/16/2022	1,265.63	5,935.72
30180	LANDSCAPE MAINTENANCE OF AMERICA Highway Litter Abatement	11/16/2022	325.00	1,265.63
30181	LINDA VASQUEZ CalPERS Educational Forum Travel Reimbursement	11/16/2022	1,375.02	325.00
30182	Maestro Health Maestro Monthly Fees	11/16/2022	1,573.02	1,375.02
	Macsile Mortilly 1663		130.00	150.00

Check #	Name	Check Date	Amount	Check Total
30183	MANN PACKING COMPANY Refund Credit Balance	11/16/2022	108.29	
30184	MISSION LINEN SUPPLY	11/16/2022		108.29
	All Sites Uniforms		731.30	731.30
30185	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	11/16/2022	1,086.68	1.007.70
30186	PROBUILD COMPANY LLC	11/16/2022	/21 47	1,086.68
20107	JC Remodeling Supplies	11/1/10000	631.47	631.47
30187	PURE WATER BOTTLING JR Water Service	11/16/2022	152.30	
00100	ML Water Service	11/1/2000	86.25	238.55
30188	QUINN COMPANY All Sites Equipment & Vehicle Maintenance	11/16/2022	1,460.88	1.470.00
30189	RODOLFO RAMIREZ AYALA JC & JR Vehicle Maintenance	11/16/2022	2 420 00	1,460.88
30190	**Void**	11/16/2022	3,420.00	3,420.00
30170	Void	11/16/2022	-	
30191	RONNIE G. REHN HHW Facility Maintenance	11/16/2022	166.14	
30192	ROSSI BROS TIRE & AUTO SERVICE	11/16/2022	100.14	166.14
00172	JC Equipment Maintenance	11,10,2022	3,823.84	3.823.84
30193	**Void**	11/16/2022	_	0,02010
30194	SCS FIELD SERVICES	11/16/2022		-
	All Sites Routine Engineering Services	, , ,	20,895.00	20,895.00
30195	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	11/16/2022	200.00	
30196	SOLID WASTE ASSOCIATION OF NORTH AMERICA	11/16/2022		200.00
	SWANA Membership		245.00	245.00
30197	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA Membership	11/16/2022	245.00	
30198	US BANK CORPORATE PAYMENT SYSTEM	11/16/2022		245.00
	4Imprint:Safety Supplies Amazon: Freon Extraction Tool		234.73 48.57	
	Amazon: Hard Drive Cable Amazon: iPad Case		12.01 106.12	
	Amazon: Keyboard Cover		27.28	
	Amazon: J Box Cable Splitter Amazon: JC Fuel Station Lights		39.86 118.51	
	Amazon: Membership Fee		16.15	

Check #	Name	Check Date	Amount	Check Total
	Amazon: ML HHW Lights		207.46	
	Amazon: Name Plate Holder		17.47	
	Amazon: Office Supplies		52.40	
	Amazon: Pull Straps		263.52	
	Amazon: Replacement Microwave		147.48	
	Amazon: Safety Supplies		17.40	
	Amazon: Table for ML Breakroom		79.71	
	Andersen's: Key Duplication		41.52	
	Andersen's: Repair Back Entrance Door		155.00	
	At&t: Finance Internet		43.23	
	At&t: JC Internet		70.00	
	Amazon: Audio Recorder		128.92	
	Costco: Office Supplies		79.98	
	CalPERS: Conference Registration		449.00	
	Central Coast Sign Factory: Vehicle Decal		368.43	
	Costco: Employee Recognition Supplies		245.41	
	CRRA: Annual Membership		200.00	
	Intermedia: Monthly Exchange Server Hosting		447.40	
	Experian: Credit Report		39.95	
	Ginger Thai: RR Staff Meeting		179.42	
	Harbor Freight: Litter Cleanup Supplies		95.05	
	Harbor Freight: JC Facility Supplies		45.83	
	Home Depot: RR Scale Supplies		14.66	
	Indeed: Job Recruitment Posting		220.00	
	La Plaza: BD Meeting Supplies		20.02	
	Mikes Pizza: BD Meeting Supplies		80.60	
	Mikes Pizza: BD Meeting Supplies		80.60	
	Mountain Mikes: Employee Recognition		48.05	
	Nellys: 2 Cameras for 126 SS		544.07	
	Nellys Security: Camera System for 126 SS		1,253.09	
	Santa Fe: Employee Recognition Supplies		104.05	
	Sherwin Williams: Paint Samples		31.04	
	Sherwin Williams: Paint Samples		30.59	
	Smart&Final: BD Meeting Supplies		77.96	
	SurveyMonkey: Employee Survey		99.00	
	Swana: Molo Registration		250.00	
	Johnson Associates: Tool Box for Dodge Ram		1,655.14	
	Traffic Management: Digital Sign Rental		575.00	
	Trak-4:Locator for Big Tex Trailer		71.88	
	Trak-4:Locator for JC Trash Pump		83.88	
	Trak4:Locator for Wally Trailer		83.88	
	Trk4:Locator for JC Pump		83.88	
	VistaPrint: Business Cards		48.06	
	Walmart: EC Meeting Supplies		25.67	
	Zoom: Monthly Subscription		146.96	
	20011. Morning 3003chphort		140.70	9,605.89
30199	**Void**	11/16/2022		7,000.07
50177	TOIG	11/10/2022		
			-	
30000	**Void**	11/1//0000		-
30200	YUIU	11/16/2022		
			-	
20001	**/ / - ; - **	11/1/10000		-
30201	**Void**	11/16/2022		
			-	
				-

Check #	Name	Check Date	Amount	Check Total
30202	**Void**	11/16/2022	-	
30203	**Void**	11/16/2022	-	-
30204	VALERIO VARELA JR JC Equipment Maintenance Supplies	11/16/2022	775.00	
30205	VALLEY FABRICATION, INC. JC Equipment Maintenance Supplies	11/16/2022	573.56	775.00
30206	VEGETABLE GROWERS SUPPLY, INC. JC Safety Supplies	11/16/2022	207.36	573.56
30207	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Vehicle Fuel	11/16/2022	3,710.78	207.36
30208	MARIA ARIAS Employee Recognition Supplies	11/16/2022	225.00	3,710.78
30209	A-1 SWEEPING SS Street Sweeping Services	11/30/2022	900.00	225.00
30210	ALESHIRE & WYNDER, LLP	11/30/2022		900.00
30211	Monthly Legal Services ASBURY ENVIRONMENTAL SERVICES	11/30/2022	12,753.00	12,753.00
30212	HHW Hauling & Disposal AT&T SERVICES INC	11/30/2022	95.00	95.00
30213	Adm Telephone Service AUTOZONE LLC.	11/30/2022	420.06	420.06
30214	All Sites Vehicle Maintenance Supplies BECKS SHOES AND REPAIR	11/30/2022	588.29	588.29
	JC Safety Supplies		220.00	220.00
30215	CALIFORNIA LIVE FLOORS, INC, JR Vehicle Maintenance	11/30/2022	1,587.00	1,587.00
30216	CALIFORNIA WATER SERVICE SS Water Service	11/30/2022	614.09	614.09
30217	Captus Press Inc JC MOLO Training	11/30/2022	250.00	250.00
30218	CESAR ZUÑIGA Ops Adm Employee Recognition	11/30/2022	400.00	
30219	CLARK PEST CONTROL, INC Adm Exterminator Services	11/30/2022	115.00	400.00
				115.00

Check #	Name	Check Date	Amount	Check Total
30220	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC. HHW Disposal Service & Supplies	11/30/2022	41,064.82	41.074.00
30221	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance Supplies	11/30/2022	620.83	41,064.82
30222	COMCAST Common Area Maintenance HHW Internet Services	11/30/2022	118.77 70.50	620.83
30223	CUTTING EDGE SUPPLY JC Equipment Maintenance	11/30/2022	209.11	189.27
30224	EDGES ELECTRICAL GROUP, LLC SS Remodeling	11/30/2022	985.59	209.11
30225	FIRST ALARM All Sites Alarm Service	11/30/2022	600.46	985.59 600.46
30226	FOUNDING CHAPTER SOLID WASTE ASSOCIATION OF NORTH AMERICA MOLO Training Registration	11/30/2022	1,299.00	1,299.00
30227	FRESNO OXYGEN JC Equipment Maintenance	11/30/2022	253.18	253.18
30228	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Equipment Maintenance Supplies	11/30/2022	6,608.80	6,608.80
30229	GONZALES ACE HARDWARE JC Facility Maintenance Supplies	11/30/2022	192.81	192.81
30230	GRAINGER JC Facility Maintenance	11/30/2022	566.50	566.50
30231	GREEN RUBBER - KENNEDY AG, LP All Sites Facility Maintenance Supplies	11/30/2022	14,214.07	14,214.07
30232	GRIFFIN CARPET, INC. 126 Offices Flooring	11/30/2022	34,750.00	34,750.00
30233	HOPE SERVICES JC Diversion Services	11/30/2022	6,743.00	6,743.00
30234	ICONIX WATERWORK (US) INC. All Sites Facility Supplies	11/30/2022	4,436.75	4,436.75
30235	INFINITY STAFFING SERVICES, INC. All Sites Contract Labor	11/30/2022	5,612.72	5,612.72
30236	KANTOLA TRAINING SOLUTIONS LLC HR Training Supplies	11/30/2022	19.75	19.75
30237	MANUEL PEREA TRUCKING, INC. All Sites Hauling Services	11/30/2022	2,850.00	2,850.00

Check #	Name	Check Date	Amount	Check Total
30238	MISSION LINEN SUPPLY All Sites Uniforms	11/30/2022	510.31	510.31
30239	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS Monthly Sewer Service	11/30/2022	1,617.87	1,617.87
30240	NEU-SCAPES, INC. Jardin El Sol Garden Maintenance	11/30/2022	200.00	·
30241	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies	11/30/2022	518.32	200.00
30242	ONSITE ELECTRONICS RECYCLING, LLC E-Waste Hauling and Recycling Services	11/30/2022	144.80	518.32
30243	PACIFIC CREST ENGINEERING INC JC Engineering Services	11/30/2022	1,885.00	144.80
30244	PARADIGM SOFTWARE, LLC Paradigm User Conference Registration	11/30/2022	550.00	1,885.00
30245	PRICILLIA RODRIGUEZ	11/30/2022		550.00
30246	JR Hauling Services PROBUILD COMPANY LLC	11/30/2022	219.12	219.12
30247	SS Remodeling Supplies PURE WATER BOTTLING	11/30/2022	271.34	271.34
30248	All Sites Water Service QUINN COMPANY	11/30/2022	152.50	152.50
30249	All Sites Equipment & Vehicle Maintenance RAMON N VALLEJO	11/30/2022	1,334.30	1,334.30
	Live Scan Fingerprinting		57.00	57.00
30250	REFRIGERATION SUPPLIES DISTRIBUTOR HHW Hauling & Disposal	11/30/2022	65.50	65.50
30251	SCALES UNLIMITED JC Scale Maintenance	11/30/2022	1,758.50	1,758.50
30252	SCS FIELD SERVICES JC Non Routine Engineering Services LR Non Routine Engineering Services	11/30/2022	5,788.47 8,926.02	1471440
30253	SOCIAL VOCATIONAL SERVICES, INC. JC Litter Abatement	11/30/2022	7,799.77	14,714.49
30254	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Equipment Biodiesel Fuel	11/30/2022	63,296.29	7,799.77
30255	**Void**	11/30/2022	-	63,296.29

Salinas Valley Solid Waste Authority Checks Issued Report for 11/1/2022 to 11/30/2022

Check #	Name	Check Date	Amount	Check Total
30256	SPECIALTY DISTRIBUTORS INC.	11/30/2022		
	JC Equipment Maintenance Supplies		244.41	244.41
30257	THE DON CHAPIN COMPANY, INC.	11/30/2022		244.41
	HHW Portable Toilets		543.35	
30258	TOYOTA MATERIAL HANDLING	11/30/2022		543.35
30230	HHW Equipment Maintenance Supplies	11/30/2022	412.50	
				412.50
30259	VALERIO VARELA JR All Sites Facility Maintenance Supplies	11/30/2022	5,637.50	
	All sites i delity Maintenance supplies		3,037.30	5,637.50
30260	VALLEY FABRICATION, INC.	11/30/2022		
	ML Vehicle Maintenance		485.08	485.08
30261	VERIZON WIRELESS SERVICES	11/30/2022		403.00
	All Sites Internet Service		152.04	
30262	W&W MARKETING GROUP, INC.	11/30/2022		152.04
00202	Adm Logo Wear	11,00,2022	1,998.26	
00 0005 / 555		11 (10 (000		1,998.26
23-00256-DF	T PACIFIC GAS AND ELECTRIC COMPANY All Sites Electrical Services	11/10/2022	18,479.28	
	7 th ones Electrical confides		10, 1, 7.20	18,479.28
23-00275-DF	REPUBLIC SERVICES #471	11/28/2022	1 / 00 / 17	
	ML Rent		16,234.17	16,234.17
23-00276-DF	F PACIFIC GAS AND ELECTRIC COMPANY	11/16/2022		10,20 1.17
	All Sites CNG		10,351.69	
	Total:			10,351.69 688,289.88
	Payroll Disbursements			614,565.22
	Grand Total			1,302,855.10



Report to the Board of Directors

Date: January 19, 2023

From: C. Ray Hendricks, Finance and Administration

Manager

Title: December 2022 Quarterly Investments Report

ITEM NO. 3

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

General Legal Counsel

RECOMMENDATION

Staff recommends that the Board accepts the December 2022 Quarterly Investments Report.

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

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

None

DISCUSSION & ANALYSIS

The vast majority, \$32,000,636.80 (96.96%), of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF). For the month ended November 30, 2022, the LAIF effective yield was 2.007%. LAIF is invested as part of the State's Pooled Money Investment Account (PMIA) with a total of \$203.7 Billion as of November 30, 2022. The Authority's LAIF investment of \$32,000,636.80 represents .016% of the PMIA. Attached is a summary of the PMIA portfolio as of November 30, 2022.

ATTACHMENT(S)

- 1. December 31, 2022 Cash and Investments Report
- 2. November 30, 2022 PMIA Portfolio Composition and Average Monthly Yields

SALINAS VALLEY SOLID WASTE AUTHORITY Cash and Investments Report December 31, 2022

Issuer/Investment	Rate	Balance	Maturity	Moody's Rating
Investments Managed by Authority Treasurer:				
Petty Cash	-	\$ 1,400.00	N/A	N/A
General Checking Account	-	133,264.64	Same day	Aa2
Payroll Checking account	-	15,143.47	Same day	Aa2
General Deposit Account	-	1,049,255.29	Same day	Aa2
Scalehouse Deposit Account	-	14,131.08	Same day	Aa2
FSA Checking Account	-	7,500.74	Same day	Aa2
LAIF	2.007%	32,000,636.80	Same day	N/A
LAIF - FMV Adjustment		(598,404.05)		
BNY - Bond 2022A Payment Account		19,423.36		
CEPPT Restricted Fund		362,363.36		
		\$ 33,004,714.69		

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



PMIA/LAIF Performance Report as of 12/14/22



PMIA Average Monthly Effective Yields(1)

November 2.007 October 1.772 September 1.513

Quarterly Performance Quarter Ended 09/30/22

LAIF Apportionment Rate⁽²⁾: 1.35

LAIF Earnings Ratio⁽²⁾: 0.00003699565555327

LAIF Fair Value Factor⁽¹⁾: 0.980760962

PMIA Daily⁽¹⁾: 1.63% 1.29%

PMIA Quarter to Date (1): PMIA Average Life⁽¹⁾: 304

Pooled Money Investment Account Monthly Portfolio Composition (1) 11/30/22 \$203.7 billion

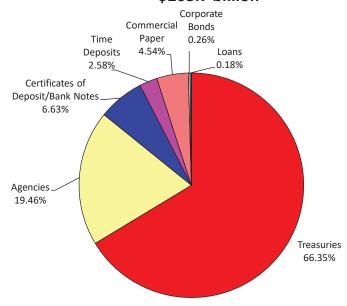


Chart does not include \$3,542,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. View PMIA Daily Rates

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of Calfiornia, Office of the Controller



Report to the Board of Directors

Date: January 19, 2023

From: Mandy Brooks, Resource Recovery Manager

Title: Member and Interagency Activities Report for

December 2022

ITEM NO. 4

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>Johnson Canyon Landfill & Composting Facility:</u> The monthly inspection for the Johnson Canyon Landfill and Composting Facility was conducted on December 21. No violations or areas of concern were noted during the inspection.

<u>Jolon Road Transfer Station:</u> The monthly inspection for Jolon Road Transfer Station was conducted on December 15. No areas of concern or violations were noted for the inspection.

<u>Sun Street Transfer Station (closed):</u> The monthly inspection for the Sun St Transfer Station was conducted on Dec 21. No violations or areas of concern were noted during the inspection.

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

Central Coast Regional Water Quality Control Board

The annual inspections of Jolon Rd Transfer Station and Johnson Canyon Landfill were conducted on Dec 2nd. No areas of concern or violations were noted for either inspection.

Gonzales Clothing Closet

The Clothing Closet was closed Christmas to New Year's Day but will continue to be open Tuesdays - Thursdays from 3:00pm to 5:00pm. End of the year 2022 totals are listed in the table below.

Q4 2022	# of Volunteers	Hours	Clothing Items Distributed	# of Families Served	# of Family Members Served
Oct 2022	4	62	498	28	139
Nov 2022	3	82	513	39	177
Dec 2022	2	40	260	15	77
Q4 2022 TOTALS	3	184	1,271	82	393
End of Year 2022 TOTALS	4	777	4,695	279	1,319

Clean Up Events

No clean up events were conducted in December as all the franchised haulers completed their 2022 community cleanups in November for each city and/or county area. The 2023 community cleanup schedule for the south county cities and county areas are listed below.

FY 22-23 Current & Future Events with SVR Staff Participation

Gonzales:	Month of Jar 06/24/23 10/21/23	Community Cleanup & ABOP Event, Fairview Middle School Community Cleanup & ABOP Event, Fairview Middle School
Greenfield:	04/29/23 07/15/23 10/07/23	Community Cleanup & ABOP Event, Public Works Yard Community Cleanup & ABOP Event, Public Works Yard Community Cleanup & ABOP Event, Public Works Yard
King City:	Month of Jar 01/26/23 03/18/23 06/17/23 06/24/23 10/14/23	South County Farm Day, SV Fairgrounds Community Cleanup & ABOP Event, SV Fairgrounds Community Cleanup & ABOP Event, SV Fairgrounds Composting Workshop & Give Away Event, SV Fairgrounds Community Cleanup & ABOP Event, SV Fairgrounds
Salinas:	01/09/23 01/17/23 01/28/23 02/25/23 03/25/23 05/20/23	School Green Team Training, Bardin Elementary School Food Scraps Implementation, Virginia Rocca Barton Composting Workshop, Jardin El Sol at Sun St Composting Workshop, Jardin El Sol at Sun St Composting Workshop, Jardin El Sol at Sun St Composting Workshop, Natividad Creek Park Garden
Soledad:	04/15/23 05/20/23 09/23/23	Mayor's Cleanup & ABOP Event, Main St Community Cleanup & ABOP Event, High School Community Cleanup & ABOP Event, High School

Mo. Co.: Month of January - Free Holiday Tree Recycling, Madison Lane

03/11/23	Pajaro Community Cleanup & ABOP Event
	, ,
04/15/23	Composting Workshop, Rancho Cielo Garden
04/22/23	San Lucas/Lockwood Community Cleanup & ABOP Event
05/13/23	Aromas Community Cleanup & ABOP Event
09/09/23	Prunedale Community Cleanup & ABOP Event
11/04/23	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: January 19, 2023

From: R. Patrick Mathews, General Manager/CAO

Roy Santos, General Counsel

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. 5

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. 2023 -

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) February 18, 2023, 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 19th day of January 2023, by the following vote:

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

Date: January 19, 2023

From: Janna Faulk, Recycling Coordinator

Title: Monterey County Health Department,

Environmental Health Bureau, Calendar Year

2021 Used Motor Oil and Filter Recycling

Program Annual Report

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

ITEM NO. 6

RECOMMENDATION

Staff recommends that the Board accept the report.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Plan Goal to Implement 75% Diversion of Waste from Landfills by continuing to partner with the Monterey County Health Department, Environmental Health Bureau (MCEHB) to educate the public and commercial customers on how and where to properly recycle used motor oil and oil filters.

FISCAL IMPACT

There is no fiscal impact to the Authority for MCEHB to provide these services.

A total of \$\$85,931 was awarded to MCEHB from the California Department of Resources Recycling and Recovery's (CalRecycle) 11th Cycle of the Used Oil Payment Program (OPP) funding. This funding was allocated to MCEHB to administer the program as the Lead Agency. MCEHB uses the funding to provide countywide used motor oil and oil filter recycling services and education.

DISCUSSION & ANALYSIS

When the member cities assigned their funds to MCEHB, the Authority's Board required a series of goals and objectives from MCEHB including an annual report for the Board. The attached report was received on November 21, 2022, and covers the period of January 1, 2021 through December 31, 2021.

The purpose of the report is to describe the tasks and accomplishments performed in order to maintain and enhance existing used motor oil and used oil filter recycling services available to the residents located within the Authority's service area.

CY 2021 Program Highlights:

Residential Drop-off Centers: A total of 76,580 gallons of used oil was collected at the
 16 Certified Collection Centers in the Authority's service area. Filter data was not

provided for drop- off centers in 2021. This represents an approximate increase of 13% in used oil collected in the Authority's service area compared to CY 2020.

- Residential Curbside Collection: A total of 23,839 gallons of used oil and 6,570 used oil filters were collected from the Authority's service area. This represents an approximate 5% increase in used oil and decrease of 48% in used oil filters collected in the Authority's service area compared to CY 2020.
- <u>Filter Exchange Events</u>: Five (5) filter exchange events were incorporated into South County community clean up events. MCEHB staff provided vouchers for a free oil filter from a local auto store in exchange for a used oil filter dropped off for recycling at the event. The number of vouchers provided and redeemed was not provided in the report.
- Agricultural Oil and Filter Drop off Program: A total of 62,100 gallons of used oil and 25,750 filters were collected from Agricultural Oil & Filter Collection Centers, all of which are located within the Authority's service area. This represents a 19% increase in used oil and a 24% increase in used oil filters collected compared to calendar year 2020.

BACKGROUND

Since 1994, MCEHB has provided a comprehensive countywide Used Motor Oil & Filter Recycling Program. By utilizing the State's Oil Payment Program (OPP) funding from CalRecycle, MCEHB has established services and developed programs to serve the needs of the residential, agricultural and marina communities throughout Monterey County. MCEHB maintains these services on an ongoing basis. By acting as the Lead Agency and combining funding from each jurisdiction, an economy of scale is created which greatly benefits the Cities and County, allowing for uniform promotion of the programs through various media outlets.

The CalRecycle OPP funding is a non-competitive payment process available to local governments (city or county) in which payment is calculated and allocated to recipients on a per capita basis using the Department of Finance's population statistics. Each funding cycle is a 2-year term that must be applied for annually. The application process requires MCEHB to submit an adopted Resolution or Letter of Commitment stating that it is applying as a Regional Lead. Each of the Cities must also submit a Letter of Authorization that authorizes MCEHB to apply for OPP funding, implement the program, and administer the OPP funds on its behalf. A new Letter of Authorization is required from each City for each application cycle in order to receive the funding allocated for the specific payment cycle. Each City can choose to manage the program or allocate it to MCEHB or another agency it may choose to designate.

ATTACHMENT(S)

1. Monterey County Used Oil & Filter Recycling Program Annual Report, CY 2021

Administrator

Executive Summary

Since 1994, the Monterey County Health Department, Environmental Health Bureau (MCEHB) has effectively administered the Countywide Used Oil & Filter Recycling Program on behalf of all the cities and unincorporated area of Monterey County.

The MCEHB ensures the proper disposal and recycling of used oil and used oil filters to prevent, or at least minimize, illegal dumping by implementing simple, convenient solutions to dispose and recycle used oil and used oil filters for residents, farmers, and boaters in Monterey County through:

- A curbside collection program
- Take back events
- Collection at Certified Collection Centers (CCC) and non-certified collection centers

MCEHB, in partnership with Waste Management, the franchise hauler, conduct a variety of education and outreach activities to:

- Educate the Monterey County community regarding the proper disposal of used oil and used oil filters
- Distribute residential oil and filter collection kits
- Conduct annual site visits with each of the Certified Collection Center's
- Promote the various free and convenient outlets for proper disposal of used oil and filters
- Provide education and outreach at community events
- Services are also advertised using radio, newspaper, website, and other sources.

The program ensures the collection equipment located at various collection centers are in good working condition. MCEHB also ensures compliance with all requirements by preparing and submitting reports to CalRecycle and other agencies regarding the progress and success of the program.

While MCEHB administers the program for the entire Monterey County, this report focuses on data and activities conducted within the SVSWA service area during the 2021 calendar year.

1. Residential Drop-off Centers Program: Calendar Year 2021

Table 1a includes data collected from 16 Certified Collection Center's (CCC) in the SVSWA service area. A total of 76,580 gallons of used oil was collected from residential drop-off centers. Filter data was not provided. The data shows that the gallons of used oil increased compared to prior year.

CalRecycle provides MCEHB staff with collection center data annually for the previous calendar year. MCEHB staff follows up with each center annually to verify State certification requirements, help answer questions, and provide additional resources to centers as needed.

Table 1a. Residential Drop-off Collection Data for 2021 Calendar Year

			Used Oil		Filters		
Drop-off Center	City/Area	2019	2020	2021	2019	2020	2021
*AutoZone #5509	Gonzales	3,500	2,700	3,695	500	1,250	n/a
*AutoZone #5510	King City	2,500	2,055	2,430	500	500	n/a
*AutoZone #6290	Soledad	2,555	3,055	2,970	250	500	n/a
*AutoZone #5512	Salinas	7,665	8,207	8,190	500	1,500	n/a
*Auto Zone #3691	Greenfield	n/a	n/a	2,340		0	n/a
*AutoZone #5513	Prunedale	3,680	2,740	3,475	250	750	n/a
*AutoZone # 5514	Salinas	8,585	7,787	9,450	500	1,500	n/a
*AutoZone #3744	Salinas	9,770	9,506	10,840	1,250	3,250	n/a
*AutoZone #6281	Salinas	2,940	3,994	3,670	250	1000	n/a
O'Reilly Auto Parts							
# 2702	Salinas	4,345	4,500	4,920	0	0	n/a
O'Reilly Auto Parts							
# 2991	Salinas	4,690	4,750	4,535	0	0	n/a
O'Reilly Auto Parts							
# 3133	King City	4,245	3,850	4,550	0	0	n/a
O'Reilly Auto Parts							
# 2554	Salinas	2,300	2,250	1,930	0	0	n/a
O'Reilly Auto Parts							
# 3538	Salinas	6,145	5,700	5,975	0	0	n/a
O'Reilly Auto Parts					_	_	
# 3566	Soledad	3,550	3,250	3,610	0	0	n/a
O'Reilly Auto Parts					_	_	
# 4731	Greenfield	3,720	2,650	4,000	0	0	n/a
	Total	70,190	66,994	76,580	4,000	10,250	0
	Differe		(3,196)	9,586		6,250	-10,250
	Percent Difference		-5%	14.31%		156%	-100%

State approved formula for converting drums to number of filters. (55-gallon drum crushed filters= 750 filters & 55-gallon drum uncrushed filters= 250 filters). This calculation is used to compare the total number of filters collected to other facilities and through the year

Residential Curbside Collection Program: Calendar Year 2021

Table 2a includes a breakdown of the data reported to MCEHB from Republic Services of Salinas, Tri-Cities Disposal and Waste Management, the three solid waste haulers that provide collection services in the SVSWA service area. A total of 23,839 gallons of used oil and 6,570 filters were collected throughout Monterey County in the SVSWA region. MCEHB ensures the franchise haulers in Monterey County are provided with supply of oil containers and filter bags.

MCEHB receives oil and filter collection data from Waste Management on a monthly basis and collects data directly from Bayside Oil, the County's contracted oil hauler. MCEHB provides oil container collection kits and technical assistance to the franchise haulers as necessary. MCEHB staff assembles and delivers the oil container kits to haulers on an as needed basis.

Table 2a. Curbside Oil & Filter Collection in SVSWA area Calendar Year Comparisons

		Used Oil			Filters		
Hauler	City/Area	2019	2020	2021	2019	2020	2021
Republic Services of Salinas	Salinas	6,805	5,190	3,455	1,000	1,000	
Tri-Cities Disposal	Soledad	2,808	2,848	5,615	2,745	2,806	1,943
Tri-Cities Disposal	Gonzales	1,418	1301	2907	1,384	1,326	949
Tri-Cities Disposal	Greenfield	4,275	4130	8366	3,948	3,641	2928
Tri-Cities Disposal	CSD of Spreckles	9	5	6	7	4	
Waste Management, Inc.	King City	1,407	1,110	1,745	221	236	375
Waste Management, Inc.	Unincorporated Monterey County	2,811	2,995	1,745	569	724	375
	Total	19,533	17,579	23,839	9,874	9,737	6,570
			(1,954)	6,260		(137)	-3,167
	Percent Diffe	rence	-10%	36%		-1%	-33%

3. Agricultural Oil and Filter Drop off Program: Calendar Year 2021

Table 3a below includes data from the two Agricultural collection sites serving small farmers in Monterey County, all of which are located within the SVSWA service area. A total of 62,100 gallons of used oil and 25,750 filters were collected from Agricultural Oil & Filter Collection Centers (Ag Centers) in Monterey County. The data below shows an upward trend in used oil and filters collected compared to prior year.

MCEHB collects data directly from Bayside Oil, the County's contracted oil hauler.

Table 3a. Agricultural Oil & Filter Collection Calendar Year Comparisons

	Used Oil			sed Oil Filters		
Ag Center	2019	2020	2021	2019	2020	2021
Sturdy Oil, Salinas	45,585	50,864	62,100	22,500	22,600	25,750
Mo.Co. Public Works Yard	690	0		0	0	0
Total	46,275	50,864	62,100	22,500	22,600	25,750
Difference		4,589	11,236		100	3,150
Percent Difference		10%	22%		0%	13.9%

State approved formula for converting drums to number of filters. (55-gallon drum crushed filters= 750 filters & 55-gallon drum uncrushed filters= 250 filters). This calculation is used to compare the total number of filters collected to other facilities and through the year

4. Education and Outreach

4A. Used Oil & Filter Recycling Community Outreach

Date	Event	Location
6/12/2021	Filter Exchange	Greenfield
7/31/2021	Filter Exchange	Salinas
10/9/2021	Filter Exchange	Soledad
11/6/2021	Filter Exchange	Greenfield
11/13/2021	Filter Exchange	Gonzales

Conducted site visits to <u>19</u> Certified Collection Centers within the SVSWA

MCEH staff participated in the 2022 Agricultural Expo. Information about the program is posted on the Monterey County Health Department website. Staff also uses Instagram as a source of educating residents about proper oil and filter disposal.

MCEHB promotes collection of used oil and filters via curbside through radio in both English and Spanish radio, newspaper, and tabling. At tabling events MCEHB provides used oil and filter collection kit that includes a 2.5-gallon container and filter bag. The funding is used to purchase giveaways for the DIYer's such as rags, filter wrenches, filter drainers, oil funnels and education handouts.

4B. Media during this Reporting Period

Paid for 5 advertisements in local newspapers including the Soledad Bee, King City Rustler, Greenfield News, Gonzales Tribune.

Paid for 117 radio ads both in English and Spanish radio iHeart Radio on the Total Traffic & Weather Network focusing on the residential and curbside collection programs. Advertisements are played on KDON 102.5, KION 101.1FM, KOCN 105.1, KTOM 92.7 and La Preciosa KPRC



Report to the Board of Directors

Date: January 19, 2023

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 by the Board of Directors. The budget adjustments will ensure that the budget reflects current activity.

FISCAL IMPACT

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

DISCUSSION & ANALYSIS

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

- Increase estimated revenues by \$250,000
- Increase operating appropriations by \$250,000

Increase estimated investment earnings by \$250,000

The budget was written with an estimated \$50,000 in investment earnings at an estimated return of .234%. The vast majority of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF). LAIF returns for the most recent month were 2.173%. A large portion of the investments are in restricted funds. However, the operating fund will have investment returns over \$300,000 an increase of \$250,000.

Increase operating appropriations by \$250,000

Legal Services	\$ 50,000
Fuel	200,000
Total	\$ 250,000

MOU negotiations ran longer than anticipated, and therefore led to unanticipated legal fees. Staff is requesting an additional **\$50,000** allocation to our legal services to ensure an adequate budget for this fiscal year, which includes updating the employee policies, procedures and handbook to align with the new MOUs.

The cost of fuel has increased dramatically since the budget was originally written in January 9, 2022. The fuel budget was written with an estimate of \$3.75/ gallon. However, prices have been higher than original estimates and were over \$5.50/gallon during portions of the year. An additional **\$200,000** is needed to ensure adequate budget for the remainder of the year.

BACKGROUND

The FY 2022-23 budget is doing well due to constant monitoring by management staff. Sustained increases in solid waste tonnages will help offset unanticipated increased costs for legal, fuel, and environmental control requirements.

ATTACHMENT(S)

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

RESOLUTION NO. 2023 -

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, increased investment returns are sufficient to fund increased appropriations to the legal, and fuel budgets; and,

WHEREAS, these increases are necessary to fund operational activities for the fiscal year;

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority, that an adjustment to the Operating Budget for Fiscal Year 2022-23, attached hereto as "Exhibit A" 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 19th day of January 2023, by the following vote:

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

Salinas Valley Solid Waste Authority FY 2022-23 Two-Year Budget Comparison

	FY 2022-23 Budget	Increase / (Decrease)	FY 2022-23 Budget After Adjustments	% Change
Revenues				
Tipping Fees - Solid Waste	13,532,700	-	13,532,700	0.0%
ML Contract Hauling	2,122,000	-	2,122,000	0.0%
Tipping Fees - Surcharge	255,000	-	255,000	0.0%
Tipping Fees - Diverted Materials	3,287,200	-	3,287,200	0.0%
AB939 Service Fee	3,633,000	-	3,633,000	0.0%
Charges for Services	145,000	-	145,000	0.0%
Sales of Materials	200,000	-	200,000	0.0%
Gas Royalties	290,000	-	290,000	0.0%
Investment Earnings	50,000	250,000	300,000	500.0%
Total Revenues	23,514,900	250,000	23,764,900	1.1%
Operating Expenditures				
1110 - Executive Administration	505,200	50,000	555,200	9.9%
1120 - Administrative Support	468,300	-	468,300	0.0%
1130 - Human Resources Administration	280,700	-	280,700	0.0%
1140 - Clerk of the Board	206,400	-	206,400	0.0%
1200 - Finance Administration	884,200	-	884,200	0.0%
1300 - Operations Administration	642,100	-	642,100	0.0%
2100 - Resource Recovery	1,257,100	-	1,257,100	0.0%
2150 - Marketing	75,600	-	75,600	0.0%
2200 - Public Education	278,200	-	278,200	0.0%
2300 - Household Hazardous Waste	815,600	-	815,600	0.0%
2400 - C & D Diversion	364,300	-	364,300	0.0%
2500 - Organics Diversion	2,293,900	-	2,293,900	0.0%
2600 - Diversion Services	30,000	-	30,000	0.0%
3600 - JR Transfer Station	726,600	-	726,600	0.0%
3630 - JR Recycling Operations	190,100	-	190,100	0.0%
3710 - SS Disposal Operations	166,100	-	166,100	0.0%
3720 - SS Transfer Operations	164,800	-	164,800	0.0%
3730 - SS Recycling Operations	116,200	-	116,200	0.0%
3820 - ML Transportation Operations	1,595,500	100,000	1,695,500	6.3%
3830 - ML Recycling Operations	690,900	-	690,900	0.0%
4500 - JC Landfill Operations	3,626,800	100,000	3,726,800	2.8%
4530 - JC Recycling Operations	618,000	-	618,000	0.0%
5500 - Johnson Canyon ECS	498,900	-	498,900	0.0%
5700 - Sun Street ECS	209,800	-	209,800	0.0%
6100 - Debt Service - Interest	415,300	-	415,300	0.0%
6200 - Debt Service - Principal	2,700,000	-	2,700,000	0.0%
6605 - Closure/Post Closure Set-Aside	334,400	-	334,400	0.0%
6606 - Cell Construction Set-Aside	1,045,000		1,045,000	0.0%
Grand Total	21,200,000	250,000	21,450,000	1.2%
Revenues Over/(Under) Expenses	2,314,900	_	2,314,900	0.0%
Use of One Time Surplus	495,000	<u>-</u>	495,000	0.0%
Less Post Closure Allocation	(1,070,000)	<u>.</u>	(1,070,000)	
	,	-	(1,725,000)	
Less CIP/Repayments Budget Allocation	(1,725,000)			
Balance Used for Reserves	14,900		14,900	0.0%



Report to the Board of Directors

Date: January 19, 2023

From: C. Ray Hendricks, Finance and Administration

Manager

Title: A Resolution Awarding the Upgrade of the

Scale House Software to Paradigm Software in

the Amount of \$65,690.

ITEM NO. 8

Finance Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T..
Authority General Counsel

RECOMMENDATION

Staff recommends adoption of the resolution approving upgrades to the scale house software in the amount of \$65,690.

FISCAL IMPACT

Funding for this purchase is included in CIP 9107, which has \$100,000 for the software upgrade, as well as the replacement of computer equipment used at the scale houses.

DISCUSSION & ANALYSIS

Solid waste facilities are required to report disposal and recycling quantities to CalRecycle quarterly. This requires the use of scales and software to catalog the weights. Additionally, each customer that uses our facilities uses our scales in order to determine the appropriate amount charged. SVSWA's scale house software has long been due for an upgrade. The current version was written and installed over 20 years ago and is slowly being faced out by the vendor. Staff called several scale house software providers to review options available. Vendors were either nonresponsive or did not have the capabilities and functions that the Authority was looking for. Paradigm's initial quote (our current software provider) was \$77,770. However, staff negotiated a fully remote install and training, reducing the quote to \$65,690.

BACKGROUND

Solid waste facilities are required to report disposal and recycling quantities to CalRecycle quarterly. This requires the use of scales and software to catalog the weights. Additionally, each customer that uses our facilities uses our scales in order to determine the appropriate amount charged. The Board approved a budget of \$100,000 on September 19, 2019 in order to upgrade the scale house software. Due to the Covid-19 pandemic this project was put on hold. Staff postponed the project again due to the pending closure of the Sun Street Transfer Station.

ATTACHMENT(S)

- 1. Resolution
- 2. Exhibit A Paradigm Software Upgrade Quote

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AWARDING THE UPGRADE OF SCALE HOUSE SOFTWARE TO PARADIGM SOFTWARE FOR AN AMOUNT OF \$65,690.

WHEREAS, the Authority uses scales to weigh materials accepted at all of its facilities; and,

WHEREAS, solid waste facilities are required to report disposal and recycling quantities to CalRecycle quarterly, requiring the use of scales and software to catalog the weights; and,

WHEREAS, the current software version used was written over 20 years ago and is due for an upgrade; and,

WHEREAS, the scale house software providers surveyed were either nonresponsive or did not have the capabilities and functions that the Authority was looking for.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to award the upgrade of scale house software to Paradigm Software, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a meeting duly held on the 19th day of January 2023, by the following vote:

Erika Trujillo,	Clerk of the Board	Roy Santos, Authority General Counsel
ATTEST:		APPROVED AS TO FORM:
		Board President
ABSTAIN:	BOARD MEMBERS:	
A DCT A IN I	00.400.445440500	
ABSENT:	BOARD MEMBERS:	
NOES:	BOARD MEMBERS:	
AYES:	BOARD MEMBERS:	



Price Quote

To: Ernesto Natera, Salinas Valley Solid Waste Authority

From: William Strange, Paradigm Software, L.L.C.

Date: 11/14/2022 **Re:** Upgrade to CW6

The following price quote is presented for the requested items below as requested by Salinas Valley Solid Waste Authority.

Qty	UM	Item/Description	Rate	Total
1.00	FF	Upgrade to CompuWeigh 6.0 - (Includes all currently owned licenses, modules and customizations - does not include the re-creation of reports. CW6 was completely re-written from the ground up and contains many improvements in workflow and functionality. As this is a completely new version, it is the customers responsibility to test all aspects of the system as it pertains to the customer's business. PSLLC does not warrant that all base functionality in CW5 will be in CW6, nor do we warrant that every aspect of the system will work in the new version exactly as it did in CW5.)	\$35,450.00	\$35,450.00
1.00	LN	WeighStation Program License - (Transferring from the Sun Street Transfer Station (Closed) to the Johnson Canyon scale house.)	\$0.00	\$0.00*
1.00	FF	Alerts Module	\$2,625.00	\$2,625.00*
1.00	FF	Insufficient Funds/Split Payments Module	\$1,575.00	\$1,575.00*
1.00	FF	Software Discount	(\$4,200.00)	(\$4,200.00)
140.00	HR	Remote Install/Training - Implementation - (during normal PSLLC business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - customer will be invoiced for time used)	\$210.00	\$29,400.00
12.00	МО	Pro-Rata Increase in Annual Standard Support - (will be invoiced based on Go-Live date)	\$70.00	\$840.00
oject Tota	al:			\$65,690.00
otal Incre	ase In Aı	nnual Support:		\$840.00
Total Increase In Annual Service Fee:			\$0.00	

All pricing and subsequent payments are in US Dollars

Payment Terms (Does not include Taxes):

Description	Percent	Total
Hardware Due Upon Agreement/Quote Execution	100%	\$0.00
Due Upon Agreement/Quote Execution	40%	\$26,276.00
Due Upon Receipt of Software	25%	\$16,422.50
Due Upon Go-Live	25%	\$16,422.50
Due 30 Days After Go-Live	10%	\$6,569.00

QuoteID:SVCA-25854 Page 1 of 2

All duties and taxes regarding the shipment of the items above are the responsibility of the customer. To authorize and initiate this work, this expansion memo must be signed and dated on the appropriate line below by authorized personnel of Salinas Valley Solid Waste Authority below. Please e-mail a signed copy to info@paradigmsoftware.com or fax to (443) 275-2509. If you have any questions, please call us at (410) 329-1300, option 3. This quote is valid for thirty (30) days from the date listed above. The signature below authorizes Paradigm Software, L.L.C. to perform the modifications specified above.

Salinas Valley Solid Waste Authority

Paradigm Software, L.L.C.

Signature:	Signature:	PAIG (E/1	4
By: (Please Print)		Phil Weglein Chief Executive Officer	
Title:	Date:	11/14/2022	
Date:			
Please provide shipping address if applicable:			
Street Address (no PO Box)			
City State/Province 7in/Postal Code			

QuoteID:SVCA-25854 Page 2 of 2

Date: January 19, 2023

From: Brian Kennedy – Engineering and Environmental

Compliance Manager

Title: A Resolution Approving an Agreement with Geo-

Logic Associates (GLA) in the Amount of \$40,320 for

Stormwater Management Plan at the Johnson

Canyon Landfill

RECOMMENDATION

Staff requests that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

The cost of this agreement is \$40,320. CIP 9507 has sufficient funding to cover this request.

DISCUSSION & ANALYSIS

The Regional Water Quality Control Board (RWQCB) has recently promulgated two programs that have prompted staff to reevaluate how stormwater is managed at the Johnson Canyon Landfill.

First, in March 2019, the RWQCB issued and order under Water Code13267 which required the Authority to determine the presence of per and polyfluoroalkyl substances (PFAS) selected site monitoring locations. As part of this order, the Authority was required to do preliminary site monitoring and then prepare a subsequent PFAS Follow-Up Workplan that detailed ongoing sampling and analysis of PFAS impacts on the site groundwater, leachate, and surface water. This Follow-up Workplan was approved by the RWQCB this past April, and the workplan is now in effect.

Secondly, the RWQCB recently revised the Waste Discharge Requirements and associated Monitoring and Reporting Program for the Johnson Canyon Landfill this past September. New to our monitoring program is semi-annual monitoring of our stormwater from the detention basin for a multitude of organic and inorganic constituents, including PFAS. Previously water in the detention basin was not subject to periodic testing, only testing if the detention basin overfilled, and the water discharged off of the site.

Both new monitoring requirements have the potential to demonstrate that the stormwater generated and stored onsite can impact sensitive receptors on and adjacent to the landfill. The breadth of these potential impacts will not be known until sufficient data has been collected, likely in the next couple of years. The purpose of this contract with GLA is

Finance and Administration Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.
Authority General Counsel

to evaluate stormwater conveyance and storage options that can possibly mitigate these stormwater impacts. GLA is uniquely qualified to perform this evaluation as they are intimately familiar with the site having engineered site landfill modules and more recently prepared the currently site Master Plan.

BACKGROUND

Stormwater management is a critical task at landfills. Site design, engineering, and operations are amalgamated to convey, store, and direct the beneficial use of stormwater at the Johnson Canyon Landfill.

ATTACHMENT(S)

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

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AN AGREEMENT WITH GEO-LOGIC ASSOCIATES IN THE AMOUNT OF \$40,320 FOR STORMWATER MANAGEMENT PLANNING AT THE JOHNSON CANYON LANDFILL

WHEREAS, stormwater management is an integral part of operations of the Johnson Canyon Landfill; and

WHEREAS, the Authority has been tasked by the Regional Water Quality Control Board with increasing regulatory monitoring and reporting of the quality of our stormwater in detention basins; and

WHEREAS, the results of this increased monitoring and reporting have the potential to cause the Authority to manage site stormwater conveyance and storage in a different manner in the future with an engineered solution; and,

WHEREAS, Geo-Logic Associates is uniquely qualified to perform this work as they have performed site engineering and water balance;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute an agreement in the amount of \$40,320 with Geo-Logic Associates for groundwater well siting services 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 19th day of January 2023, by the following vote:

A \/FC

DO 4 DD 4 4E1 4 DEDC

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



Project Name/No.:	Contract No.:
Project Manager:	Approved:

AGREEMENT FOR SERVICES BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND GEO-LOGIC ASSOCIATES, INC.

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 19th day of January, 2023 ("Effective Date") by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority ("Authority") and Geo-Logic Associates Inc., (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.
- g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Authority, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) <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** <u>Special Requirements.</u> 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 <u>Exhibit "B"</u> and incorporated herein by this reference. In the event of a conflict between the provisions of <u>Exhibit "B"</u> and any other provisions of this Agreement, the provisions of <u>Exhibit "B"</u> shall govern.

2. COMPENSATION

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

hereto as Exhibit "A" and incorporated herein by this reference, the contract amount of Forty thousand, three hundred twenty Dollars (\$40,320.00) ("Contract Sum").

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

All invoices shall be submitted by email to ap@svswa.org. Each invoice is to include:

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

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

2.3 Additional Services. Authority shall have the right, subject to state law, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is

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

2.4 <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 October 1, 2023. , 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 Zero (0) 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. Jake Russell 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.** Brian Kennedy, 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** Independent Consultant. Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of Authority with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority, or that it is a member of a joint enterprise with Authority.

5. INSURANCE AND INDEMNIFICATION

5.1 <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 <u>General Insurance Requirements.</u>

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

6.3 Confidentiality and Release of Information.

- (a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the Authority without prior written authorization from the Project Manager.
- (b) Consultant shall not, without prior written authorization from the Project Manager or unless requested by the Authority General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the Authority notice of such court order or subpoena.

- (c) If Consultant provides any information or work product in violation of this Agreement, then the Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.
- (d) Consultant shall promptly notify the Authority should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the Authority and to provide the Authority with the opportunity to review any response to discovery requests provided by Consultant.
- 6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the Authority and shall be delivered to the Authority upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Authority.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 <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 zero dollars (\$0) 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.
- Termination Prior to Expiration of Term. This Section shall govern 7.5 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	thorized Initials	Consultant's Au
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8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which

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

[SIGNATURES ON FOLLOWING PAGE]

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

	AUTHORITY:
	SALINAS VALLEY SOLID WASTE AUTHORITY, a California Joint Powers Authority
	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:
	Geo-Logic Associates, Inc. By:
	Name: Title:
	By: Name: Title:
	Address:

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

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	se names(s) is/are subscribed to the within instrument and ne in his/her/their authorized capacity(ies), and that by
I certify under PENALTY OF PERJURY under the laws true and correct.	of the State of California that the foregoing paragraph is
WITNESS my hand and official seal.	
Signature:	
Though the data below is not required by law, it may proprevent fraudulent reattachment of this form.	we valuable to persons relying on the document and could
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	e names(s) is/are subscribed to the within instrument and e in his/her/their authorized capacity(ies), and that by
I certify under PENALTY OF PERJURY under the laws of true and correct.	of the State of California that the foregoing paragraph is
WITNESS my hand and official seal.	
Signature:	
OPTIO Though the data below is not required by law, it may prove prevent fraudulent reattachment of this form CAPACITY CLAIMED BY SIGNER	
☐ INDIVIDUAL ☐ CORPORATE OFFICER	DESCRIPTION OF ATTACHED DOCUMENT
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.

EXHIBIT "A-1"

Proposal No.: SO17.1174.PR2

February 8, 2022



Brian Kennedy
Salinas Valley Solid Waste Authority
128 Sun Street, Suite 101
Salinas. CA 93901

Sent via email

RE: PROPOSAL FOR HYDROGEOLOGIC AND WELL CONSTRUCTION OVERSIGHT SERVICES FOR JOHNSON CANYON AND JOLON ROAD LANDFILL SITES, MONTEREY COUNTY, CALIFORNIA

Dear Mr. Kennedy:

Geo-Logic Associates (GLA) is pleased to provide this proposal for providing hydrogeological support services including the oversight of water supply well construction to Salinas Valley Solid Waste Authority (SVSWA). The scope of work and general framework for this project were developed during our previous conversations and is the basis for this document.

SVSWA desires to construct a new water supply well(s) to support their operations at the Jolon Road and the Johnson Canyon facilities.

SCOPE OF WORK

The scope of work has been divided into the following tasks with recommended subtasks or activities identified as appropriate and summarized below.

TASK 1 - PRE-WELL CONSTRUCTION

This task is envisioned to include the following activities:

- Assist SVSWA personnel with acquiring the necessary well permit from the County;
- Preparation of a well schematic drawing that will be a part of the bidder's package that will be used to solicit bids from well drilling firms;
- Preparation of the bidder's packet describing the process and sequencing of the well drilling activities;
- Oversee the distribution of the bidder's packet to reputable, experienced drilling firms;

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- Conduct an onsite pre-bid meeting to acquaint the prospective bidders with the drill site, local infrastructure, sources of water, development water discharge locations and disposal areas for soil cuttings;
- Review their submittals for compliance with the specifications and provide SVSWA with a ranking of the prospective firms; and
- In concurrence with SVSWA personnel, GLA will notify the selected firm and oversee the
 preparation of contract paperwork (SVSWA forms) and develop a project schedule.

TASK 2 - WELL DESIGN AND CONSTRUCTION

The Well Design and Construction task is a period of intensive field activities:

- GLA personnel will oversee the drilling of a pilot borehole to a prospective depth of 500 feet below ground surface (BGS) at Johnson Canyon and a second pilot borehole to about 200 feet at the Jolon Road facilities. It is expected that formation samples would be collected and placed in quart-sized zip-lock bags by the drill crew every 10 feet (at a minimum) or at each change in geologic material. GLA hydrogeologists will review the formation samples daily. Alternatively, if the drilling contractor is not capable of collecting the formation samples, then GLA is prepared to have a hydrogeologist at the site during the drilling of the pilot borehole to collect the necessary samples;
- GLA staff will oversee borehole geophysical logging upon completion of the pilot borehole.
 The recommended suite of geophysical logs should include: spontaneous potential (SP), single point resistance (SPR), short normal resistivity (SN), long normal resistivity (LN), and natural gamma (NG);
- GLA hydrogeologists will interpret the geophysical logs, in conjunction with the formation samples, and update the well design drawing depicting the zones suitable for production of a significant quantity of groundwater;
- A temporary well will be constructed and test pumped to estimate the yield of the well. If
 the yield is sufficient, then the well design will be updated based on a review of formation
 sieve analyses, formation samples, geophysical logs, the test well production quantities, and
 the target well yield value. The updated design will be reviewed with SVSWA and the drilling
 contractor to seek concurrence on the final design. Anticipated well construction costs will
 be revised, if needed, to match the updated well design;

February 8, 2022

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- Once the updated well design has been approved the SVSWA and the drilling contractor, the
 project will move into the borehole reaming phase where the borehole diameter will be
 increased, as needed, to be consistent with the updated well design. GLA staff will monitor
 the reaming process daily;
- GLA staff will be onsite to review the plumbness and alignment survey (gyroscopic survey) and caliper survey data from the reamed borehole to determine adequate borehole geometry for casing installation;
- GLA personnel will oversee the installation of the well casing and screen on a periodic basis (at least daily site visits); and
- GLA personnel will be onsite during the filter pack and annular seal installation processes.

TASK 3 - WELL DEVELOPMENT

Well development task will be initiated once the annular seal has cured sufficiently. This phase is anticipated to include the following major activities. GLA personnel will be onsite for these activities.

- Airlifting drilling mud and turbid groundwater from the well casing;
- Surging of the screened interval with a single-disk swab tool;
- Surging the screened interval using a double-disk swab tool with concurrent airlift or pumping to remove sediment;
- Installation of temporary pumping equipment for "pumping development" of the well and conducting the aquifer testing program;
- Aquifer testing (e.g., 3- 8 hour steps with 24-hour constant rate test). This activity could
 include the installation of pressure transducers in nearby wells if access is possible;
- Near the conclusion of the aquifer testing program, a water sample will be collected for laboratory analyses. It is suggested that the sample be analyzed for general minerals and basic inorganic analytes;
- Well video survey and gyroscopic survey will be performed to verify the condition of the well
 prior to installation of the permanent pumping equipment; and

February 8, 2022

SO17.1174.PR2 | GLA_Proposal_SVSWA_JolonRd_JohnsonCanyon_WellConstruction.doox





 Analysis of the aquifer testing data and well video to develop recommendations on the pumping equipment. A technical memorandum summarizing our data analyses and recommendations will be provided upon completion of this activity.

TASK 4 - WELL INFRASTRUCTURE

As the project moves into the selection and installation of the pumping equipment, GLA staff will work with SVSWA and the well construction contractor to identify and implement cost-effective options. It is envisioned that this task would include the following primary activities:

- Acquisition and installation of the appropriate pumping equipment, including:
 - Pump bowls, column tube and shaft, motor, controls (e.g., VFD v. soft start v. across-theline), discharge piping, meters, telemetry (if desired)
- Perform aquifer test to establish baseline performance metrics for the well. The results of the aquifer test will be summarized in a technical memorandum.

COST ESTIMATE

A detailed budget for the proposed tasks is shown in Table 1. We are offering to conduct this project on a time-and materials basis and we assume the scope-of-work is as described above. The attached cost proposal is an estimated budget based on present knowledge of the assignment that is believed sufficient to cover the services described, but no guarantee is made or implied. The final costs of Tasks 2-4 will be dependent on the field work logistics (e.g., number of days to conduct the well drilling, testing, and construction) that will in part be determined by the contractor selected to construct the wells.

Changes to the scope-of-work may require additional budget authorization. Only actual costs incurred will be charged if costs are less than estimated; estimated costs will not be exceeded without a cost amendment and prior approval by SVSWA.

We have assumed that the major contractors for this project (i.e., well drilling and pumping equipment contractor, geophysical logging, laboratory analyses) will under contract directly with SVSWA. As such, and in the absence of project-specific bids, their costs are not included in this proposal.

February 8, 2022

SO17.1174.PR2 | GLA_Proposal_SVSWA_JolonRd_JohnsonCarryon_WellConstruction.docx



TERMS AND CONDITIONS

This project will be completed in accordance with the existing 2017 contract ("Agreement") between SVSWA and GLA for groundwater monitoring services, but will be subject to the attached Schedule of Fees.

SVSWA has expressed an interest in potentially self-performing portions of this project. Project authorization options are provided below in response to that interest. Option A has GLA performing Task 1 Pre-Well Construction activities with SVSWA handling all other tasks. Option B has GLA performing all tasks. SVSWA can authorize either Option using the signature blocks provided below.

Tony Morgan, PG, CHG will be the project manager and your primary contact for this project. Please contact Tony Morgan (805-290-3862 cell / tmorgan@geo-logic.com) with any questions you have regarding this proposal. Thank you for the opportunity to support you on this project.

Sincerely,

GEO-LOGIC ASSOCIATES, INC.

Tony Morgan, PG, CHG/(CA) Principal Hydrogeologist

Market Leader - Water Planning and Development

Attachments: Table 1 Cost Estimate 2022 Fee Schedule



Proposal for Hydrogeologic and Well Construction Oversight Services for Johnson Canyon and Jolon Road Landfill Sites - Salinas Valley Solid Waste Authority

OPTION A: GLA Performing Task 1, only	OPTION B: GLA Performing Tasks 1-4
Authorized by:	Authorized by:
Signature	Signature
Printed Name	Printed Name
Date	Date

February 8, 2022

SO17.1174.PR2 | GLA_Proposal_SVSWA_JolonRd_JohnsonCanyon_WellConstruction.docx

6

01255.0001/661298.1 A-7

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

None

01255.0001/661298.1 B-1

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".

01255.0001/661298.1 C-1

EXHIBIT "C-1"



Proposal for Hydrogeologic and Well Construction Oversight Services for Johnson Canyon and Jolon Road Landfill Sites - Salinas Valley Solid Waste Authority

Table 1. Cost Estimate

Salinas Valley Solid Waste Authority 8-Feb-22

Johnson Canyon and Joion Road Landfills - Well Construction Oversight

9017.1174.PRZ

	Task		Task		Total Labor	Total ODCs		GLA Equipment		Task SubTotal		Man- Hours
Task 1	Pre-Well Construction (Joion Rd & Johnson Canyon)	\$	14,820	\$		5		s	14,820	62		
Task 2	Well Design and Construction (Jolon Rd & Johnson Canyon)	\$	75,917	s	4,543	\$	6611	s	31,105	118		
Taek 3	Well Development (Jolon Rd & Johnson Canyon)	\$	17,672	\$	2,726	\$	190	5	20,888	78		
Task 4	Well Infrastructure (Joion Rd & Johnson Canyon)	ş	8,132	ş	-	\$		\$	8,132	36		
	Subtotals	ş	66,536	\$	7.269	\$	-	5	73,805			
		Eat	limated P	roje	et Tota	ı		ş	74,945			
			Project	Ma	n-Hours	•			294			
			Average :	\$/M:	an-Hour			\$	226			

Major Assumptions:

- Task 1 includes preparation of contractor bid packets for both Jolon Rd and Johnson Canyon sites
- Task 2 field work budgeted for 10 days total for both sites
- Task 3 field work budgeted for 6 days total for both sites
- Well drilling and pump contractor(s), electricians, geophysical logging, and analytical laboratory will be under direct contract to SVSWA
- Lodging and meals for field tasks estimated at FAR 2022 rates for Monterey County
- Final costs for Tasks 2-4 will be determined when the well drilling contractor has been selected. When the drilling contractor bids have been reviewed and a contractor selected, we will update our cost estimate to include Tasks 2-4 to incorporate their project time estimates. Our updated estimates will be provided for your consideration. Variables that could impact our cost estimate include, but are certainly not limited to, for example:
 - How much time will be required to drill the pilot hole?
 - Is the drilling program proposed to be 24 hours/day or only daylight hours (i.e., 12 hours/day)?
 - How much time is expected to be required for the well development activities?
 - How long should the aquifer test last (e.g. 72 hours or 48 hours)?



2022 FEE SCHEDULE

2022 FEE SCHEDULE	
PROFESSIONAL STAFF	
Staff Professional I	\$135.00/Hour
Staff Professional II.	150.00/Hour
Staff Professional III	160.60/Hour
Project Professional I	177.60/Hour
Project Professional II	192.00/Hour
Project Professional III	206.60/Hour
Senior Professional I	227.00/Hour
Supervising Professional/Senior Professional II	254.00/Hour
Principal Professional I	276.00/Hour
Principal Professional II	317.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	
FIELD/LABORATORY STAFF	
Technician I	104 00/Henr
Technician II	
Technician III (or Minimum Prevailing Wage)	
Technician IV	
Laboratory Manager	
Principal Technician	
	190.00/Hour
CADD/GIS	
CADD/GIS/Database IVanager I	
CADD/GIS/Database Manager II	
CADD Designer	
GIS Specialist	175.00/Hour
SUPPORT STAFF	
Administrative Assistant I	95.00/Hour
Administrative Assistant II	
Technical Editor	
Senior Technical Editor	
*Overtime Premium is 35% of PERSONNEL CHARGE	minimum 130/coyriou
EQUIPMENT CHARGES	
BAT Permeameter	
Compaction Testing Equipment & Supplies	
Peel & Shear Strength Apparatus (HML Seams)	
Portable Laboratory (8' x 32' trailer) with equipment	
Portable Laboratory (mobilization / demobilization)	
RaMI/Refraction Seismograph	
Sealed Single Ring Infiltrometer (SSR)	Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI)	
Slope Indinometer	250.00/Day
Unmanned Aerial Vehicle (Drone) Reconnaissance	130 00/Day
EXPENSES	
Vehicle Use for Field Services	Othlore or 350 00/mark
Soil Sampling Equipment & Orilling Supplies	
Groundwater Sampling Equipment and Supplies	
Per Clem Lesser of (Cost +15%) or (L	
Dutside Services (Consultants, Surveys, Chemical lab Tests, etc.)	
Reimbursables (Maps, Photos, Permits, Excendable Supplies, etc.)	
Outside Equipment (Drill Fig. Backhoe, Monitoring Equipment, etc.)	
Colores equipment (Dilli Fig., Backrice, Monitoring Equipment, etc.)	

<continued on next page>

Schedule 2022 SeCal Effective Through 09/30/22

SO17.1174.PR2 | GLA_Proposal_SVSWA_JolonRd_JohnsonCarryon_WellConstruction.docx

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I.	Consultant	shall	perform	all	services	and	deliver	all	work	products	timely	in
	accordance	with S	Section 3.4	of	this agree	ement	t .					



December 16, 2022

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

PROPOSAL FOR ENGINEERING SERVICES AT THE JOHNSON CANYON SANITARY LANDFILL

Per your request, Geo-Logic Associates (GLA) is pleased to provide this scope of work and cost estimate to Salinas Valley Solid Waste Authority (Authority) for preparation of a Conceptual Site Stormwater Management Plan at the Johnson Canyon Sanitary Landfill (JCSL) near Gonzales, California. The purpose of the analysis is to evaluate options related to stormwater controls and zero discharge. This scope and cost estimate was prepared based on our previous conversations and extensive experience performing similar services at the site. We will provide our services under our current Agreement for consulting engineering services with the Authority.

SCOPE OF SERVICES AND APPROACH

Conceptual Site Stormwater Management Plan

Building upon existing stormwater analyses performed for other projects at the site, GLA will prepare a Conceptual Stormwater Management Plan focused on the management of potential PFAS discharges. The plan will include:

- A discussion of current regulations and strategies.
- Conceptual stormwater routing and storage options to eliminate offsite discharges.
- Evaluation of a water balance including several design storms, including wet season events, 100-yr, 24-hr design storm, and 1,000-yr, 24-hr storm.
- Determination of drainage areas and storage locations for up to 4 interim conditions.
- Evaluation of necessary stormwater storage capacity for the entire landfill and working areas that have not been closed with final cover.
- Evaluation of stormwater routing options.
- Evaluation of pond lining options and infiltration rates.
- Estimation of construction costs to a conceptual level.
- Conceptual evaluation of potential PFAS treatment options and costs.

PROJECT COSTS

A spreadsheet is attached showing our estimated costs and unit prices for this scope of work. We will perform the work mentioned above on a time and materials basis for the estimated cost shown on the spreadsheet. This cost will not be exceeded unless the scope of services is modified under your written authorization. All work will be conducted under our current schedule of fees, which is included with the cost spreadsheet.

If you have any questions regarding the information provided, please feel free to contact us at (530) 272-2448 or by email at shamilton@geo-logic.com or jrussell@geo-logic.com. We look forward to working with you on this project.

Sincerely,

Geo-Logic Associates, Inc.

Stephanie Hamilton, P.E. Senior Engineer

Jake Russell, P.E. Principal Engineer



JOHNSON CANYON SANITARY LANDFILL ENGINEERING SERVICES COST ESTIMATE

Conceptual Site Stormwater Management Plan				
	Units	No. of Units	Rate per Unit	Subtotal Cost
Principal Geologist I	hours	10	\$250.00	\$2,500.00
Principal Professional I	hours	30	\$250.00	\$7,500.00
Senior Engineer I	hours	60	\$202.00	\$12,120.00
Staff Professional II	hours	140	\$130.00	\$18,200.00
TOTAL				\$40,320.00



Report to the Board of Directors

Date: January 19, 2023

From: Cesar Zuñiga, Assistant General

Manager/Operations Manager

Title: A Resolution Authorizing the Purchase of One

(1) New 2024 114 SD Freightliner Truck from National Auto Fleet Group for the Transport Operations for an Amount of \$175,759.22

ITEM NO. 10

Finance and Administration Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.
Authority General Counsel

RECOMMENDATION

Staff recommends approval of the resolution for the purchase of one (1) New 2024 114 SD Freightliner Trucks for the Salinas Area Transfer Station transport services from National Auto Fleet Group of Watsonville using the preferential competitive pricing offered through Sourcewell (formally known as National Joint Powers Alliance, NJPA).

STRATEGIC PLAN RELATIONSHIP

The purchase of the one (1) 2024 114 SD Freightliner trucks will assist the Authority in supporting its Objective to Maintain a High Performance and Flexible Workforce. The purchase of the 114 SD Freightliner truck will be used by staff to transport materials from the Salinas Area Transfer Stations.

FISCAL IMPACT

The funding for the new 2024 114SD Freightliner will be coming from Capital Improvement Project (CIP) 9602. The CIP has a replacement budget of \$177,250 set aside. There are sufficient funds within the Capital Improvement Budget 9602 to fund the purchase of the one (1) 114 SD Freightliner truck.

DISCUSSION & ANALYSIS

The Salinas Area Transfer Station serves the City of Salinas and North Monterey County residents. In July 2022 the Authority assumed the contract at the Madison Lane Transfer Station for transportation services. The Authority also transports out of the Jolon Transfer Station that serves the southern portion of Monterey County. If approved the new truck would be used to service both facilities as needed.

We reached out to several vendors via Sourcewell (formally known as National Joint Powers Alliance, NJPA) which does government procurement on behalf of its members to receive contract pricing and eliminate the need to conduct a formal Request for Bids (RFB). The Authority was able to obtain the contracted 35% discount applied to the 2024 114 SD Freightliner trucks as a member of Sourcewell.

BACKGROUND

On September 16, 2021, the Board of Directors authorized a Master Transportation Agreement with Republic Services to provide transportation of materials destined for the Johnson Canyon Landfill. The agreement began on July 1, 2022. The purchase of one (1) 114 SD Freightliner trucks will assist staff with transport efficiencies by replacing older units. The trucks are scheduled for delivery during the Second Quarter 2023.

ATTACHMENT(S)

- 1. Resolution
- 2. Exhibit A Quote

RESOLUTION NO. 2023 -

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2024 114 SD FREIGHTLINER TRUCKS FROM NATIONAL AUTO FLEET GROUP FOR THE TRANSPORT OPERATIONS FOR AN AMOUNT OF \$175.759.22

WHEREAS on September 16, 2021, the Board of Directors authorized lease with Republic Services to relocate the Authority's AB939 Services to the Madison Lane Transfer Station; and,

WHEREAS the Board of Directors authorized a Master Transportation Agreement with Republic Services effective July 1, 2022; and,

WHEREAS the Authority began transportation services at the Madison Lane Transfer Station on July 1, 2022; and,

WHEREAS the Authority is a member of Sourcewell (formally known as National Joint Power Alliance) which completes procurement and contract prices on behalf of its members to receive best overall pricing; and,

WHEREAS Sourcewell provided competitive pricing which included a thirty five percent reduction in price and availability for delivery scheduled second quarter 2023.

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 purchase one (1) 2024 114 SD Freightliner Trucks from National Auto Fleet Group for Transport Operations, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 19th day of January 2023, by the following vote:

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



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076 (855) 289-6572 • (831) 480-8497 Fax Fleet@NationalAutoFleetGroup.com

12/29/2022

Quote ID#2262HD

Mr. Cesar Zuniga

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

Dear Cesar Zuniga,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (2024 Freightliner 114SD, Cummins X12 475V Engine, Eaton Fuller RTLO-18913A Transmission Chassis Only) and provided by Mr. Bob Baldwin with Freightliner, each for:

	Contract Price
Chassis and Option Wet-Line Kit Tax (9.25%)	\$ 149,553.00 \$ 11,325.00 \$ 14,881.22
Total	\$ 175,759.22

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

BEN@NationalAutoFleetGroup.com

Office (855) 289-6572 Fax (831) 480-8497













Prepared by:
Bob Baldwin
FRESNO TRUCK CENTER
2727 E. CENTRAL AVENUE
FRESNO, CA 93725
Phone: 510-632-3535

SPECIFICATION PROPOSAL

	Description	Weight Front	Weight Rear	
Price Level				
	SD PRL-27D (EFF:MY24 ORDERS)			
Data Version				
	SPECPRO21 DATA RELEASE VER 024			
Vehicle Configuration	on			
	114SD CONVENTIONAL CHASSIS 2024 MODEL YEAR SPECIFIED	7,934	6,476	
	SET BACK AXLE - TRACTOR LH PRIMARY STEERING LOCATION	500	-480	
General Service				
	TRACTOR/TRAILER CONFIGURATION			
	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)			
	CONSTRUCTION SERVICE			
	GOVERNMENT BUSINESS SEGMENT			
	DRY BULK COMMODITY			
	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			
	MAXIMUM 8% EXPECTED GRADE			
	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			
	FREIGHTLINER LEVEL I WARRANTY			
	EXPECTED FRONT AXLE(S) LOAD: 12000.0 lbs			
	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs			

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: 52000.0 lbs

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EXPECTED GROSS VEHICLE WEIGHT CAPACITY

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	Description	Weight Front	Weight Rear	
	EXPECTED GROSS COMBINATION WEIGHT: 80000.0 lbs			
Truck Service				
	TRACTOR ONLY WITH NO BODY UPFIT			
Tractor Service				
	FRAMELESS TYPE END DUMP TRAILER SINGLE (1) TRAILER			
Engine				
	CUM X12 475V HP @ 1900 RPM, 1700 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC	-390	-45	
Electronic Paramete	rs			
	75 MPH ROAD SPEED LIMIT			
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			
	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			
Engine Equipment				
	2010 EPA/CARB/GHG21 CONFIGURATION			
	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)			
	STANDARD OIL PAN			
	ENGINE MOUNTED OIL CHECK AND FILL			

3000CCA, 555RC, THREADED STUD BATTERIES
BATTERY BOX WITH ALUMINUM COVER
MOUNTED SHORT SIDE TO RAIL
STANDARD BATTERY JUMPERS
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE BACK OF CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
POLISHING OF BATTERY BOX COVER
CAB AUXILIARY POWER CABLE

5

FUMOTO DRAIN VALVE(S) ON OIL PAN
SIDE OF HOOD AIR INTAKE WITH FIREWALL
MOUNTED DONALDSON AIR CLEANER WITH
SAFETY ELEMENT AND PASSIVE PRECLEANER
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT

(3) DTNA GENUINE, FLOODED STARTING, MIN

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FRESNO, CA 93725
Phone: 510-632-3535

	Description		Weight Front	Weight Rear	
	POSITIVE LOAD DISCON MOUNTED CONTROL SW OUTBOARD DRIVER SEA	VITCH MOUNTED	2		
	POSITIVE AND NEGATIV JUMPSTART LOCATED O STARTER		2		
	EATON ADVANTAGE 15- ADJUSTING CLUTCH	1/2 INCH SELF			
	TORQUE LIMITING CLUT	CH BRAKE			
	ZERK FITTING WITH EXT CLUTCH RELEASE BEAR				
	HYDRAULIC CLUTCH CO	NTROL			
	CUMMINS NATURALLY A AIR COMPRESSOR WITH VALVE				
	ELECTRONIC ENGINE IN PROTECTION SYSTEM	TEGRAL SHUTDOWN			
	CUMMINS INTEBRAKE B LOW BRAKE	RAKE WITH HIGH MED			
	RH OUTBOARD UNDER S HORIZONTAL AFTERTRE ASSEMBLY WITH RH B-P VERTICAL TAILPIPE	EATMENT SYSTEM	30	25	
	ENGINE AFTERTREATMI AUTOMATIC OVER THE I AND DASH MOUNTED RE REQUEST SWITCH	ROAD REGENERATION			
	11 FOOT 06 INCH (138 IN EXHAUST SYSTEM HEIG				
	STANDARD CURVE BRIG	GHT UPPER STACK(S)			
	RH CURVED VERTICAL 1 MOUNTED ROUTED FRO				
	13 GALLON DIESEL EXH	AUST FLUID TANK			
	100 PERCENT DIESEL EX	XHAUST FLUID FILL			
	STANDARD DIESEL EXH MOUNTING	AUST FLUID PUMP			
	POLISHED ALUMINUM D EXHAUST FLUID TANK C		15	5	
	LH MEDIUM DUTY STANI FLUID TANK LOCATION	DARD DIESEL EXHAUST			
	STANDARD DIESEL EXH.	AUST FLUID TANK CAP			
	STAINLESS STEEL AFTE DEVICE/MUFFLER/TAILP				
	HORTON DRIVEMASTER FAN DRIVE	ADVANTAGE ON/OFF			
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FRESNO, CA 93725
Phone: 510-632-3535

	Description	Weight Front	Weight Rear	
-	AUTOMATIC FAN CONTROL WITHOUT DASH		11041	
	SWITCH, NON ENGINE MOUNTED			
	CUMMINS SPIN ON FUEL FILTER			
	COMBINATION FULL FLOW/BYPASS OIL FILTER			
	1500 SQUARE INCH ALUMINUM RADIATOR			
	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			
	GATES POWERGRIP SHRINK BAND HOSE CLAMPS WHERE POSSIBLE			
	RADIATOR DRAIN VALVE			
	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45		
Transmission				
	EATON FULLER RTLO-18913A TRANSMISSION	150	60	
Transmission Equ	uipment			
	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND BLUNT CUTS, AT BACK OF CAB			
	ALUMINUM CLUTCH HOUSING			
	CUSTOMER INSTALLED CHELSEA 489 SERIES PTO			
	PTO MOUNTING, BOTTOM OF MAIN TRANSMISSION DETROIT & EATON FULLER TRANSMISSION			
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSISSION FILL AND DRAIN, AXLE(S) FILL			

Front Axle and Equipment

AND DRAIN

RADIATOR END TANK

MFS-12-143A 12,000# FF1 71.5 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE

PAINTED SHIFT LEVER, SOLID LINKAGE WATER TO OIL TRANSMISSION COOLER, IN

SYNTHETIC TRANSMISSION LUBE

MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES

2011/2013-FMVSS 121 RSD FRONT BRAKE LINING

Application Version 11.7.705 Data Version PRL-27D.024 Copy of 3 AXLE END DUMP TRACTOR 2024 Model

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Prepared by: Bob Baldwin FRESNO TRUCK CENTER 2727 E. CENTRAL AVENUE FRESNO, CA 93725 Phone: 510-632-3535

	Description	Weight Front	Weight Rear	
	MERITOR STEELLITE X30 FRONT BRAKE DRUMS	-60		
	FRONT OIL SEALS			
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			
	STANDARD SPINDLE NUTS FOR ALL AXLES			
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			
	STANDARD KING PIN BUSHINGS			
	TRW THP-60 POWER STEERING			
	POWER STEERING PUMP			
	2 QUART SEE THROUGH POWER STEERING RESERVOIR			
	MINERAL SAE 80/90 FRONT AXLE LUBE			
Front Suspension				
	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42		
	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			
	FRONT SHOCK ABSORBERS			
Rear Axle and Equi	pment			
	RT-40-160 40,000# R-SERIES TANDEM REAR AXLE		370	
	3.73 REAR AXLE RATIO			
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			
	RPL25 MERITOR MAIN DRIVELINE	60	60	
	RPL20 MERITOR INTERAXLE DRIVELINE			
	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30	
	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AXLE VALVE AND (1) REAR-REAR AXLE VALVE			
	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF			
	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH			
	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			
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Prepared by:
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2727 E. CENTRAL AVENUE
FRESNO, CA 93725
Phone: 510-632-3535

	Description	Weight Front	Weight Rear	
	2011/2013-FMVSS 121 RSD REAR BRAKE LININGS			
	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS			
	MERITOR STEELLITE X30 REAR BRAKE DRUMS		-80	
	REAR OIL SEALS			
	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS			
	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			
	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			
	STANDARD REAR AXLE BREATHER(S)			
Rear Suspension				
	AIRLINER 40,000# EXTRA DUTY REAR SUSPENSION		100	
	AIRLINER HIGH POSITION RIDE HEIGHT			
	RESTRAINED AXLE SEATS IN AXLE CLAMP GROUP			
	51 INCH AXLE SPACING			
	MANUAL DUMP VALVE FOR AIR SUSPENSION WITH GAUGE			
	INDICATOR LIGHT FOR EACH REAR SUSPENSION CONTROL SWITCH			
	SINGLE AIR REAR SUSPENSION LEVELING VALVE			
	TRANSVERSE CONTROL RODS			
	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)			
Brake System				
	WABCO 4S/4M ABS WITH TRACTION CONTROL			
	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			
	FIBER BRAID PARKING BRAKE HOSE			
	STANDARD BRAKE SYSTEM VALVES			
	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			

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STD U.S. FRONT BRAKE VALVE

NO REAR PROPORTIONING VALVE

RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,

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	Description	Weight Front	Weight Rear	
	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			
	AIR DRYER MOUNTED INBOARD ON LH RAIL			
	STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL			
	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			
Trailer Connections				
	12 FOOT COILED TRAILER AIR HOSE WITH 48 INCH TRACTOR, 12 INCH TRAILER LEADS	12		
	36 INCH STAINLESS STEEL SLIDE BAR WITH SPRING TYPE AIR HOSE HANGER	2		
	COMBINATION DUMMY GLAD HANDS AND LIGHT PLUG HOLDER			
	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION			
	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE BRACKET LH LOWER CAB MOUNTED			
	UPGRADED CHASSIS MULTIPLEXING UNIT			
	12 FOOT DETACHABLE COILED PRIMARY TRAILER ELECTRICAL CABLE WITH SAE J560 CONNECTOR WITH 48 INCH TRACTOR, 12 INCH TRAILER LEADS	12		
Wheelbase & Frame				
	5850MM (230 INCH) WHEELBASE			
	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	410	-60	
	1600MM (63 INCH) REAR FRAME OVERHANG			
	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 164.76 in			
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 160.56 in			
	CALC'D FRAME LENGTH - OVERALL: 323.42 in			
	CALCULATED FRAME SPACE LH SIDE: 51.53 in			
	CALCULATED FRAME SPACE RH SIDE: 71.95 in			
	FLANGED TAPERED END OF FRAME			
	FRONT CLOSING CROSSMEMBER			

STANDARD WEIGHT ENGINE CROSSMEMBER

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Model



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	Description	Weight Front	Weight Rear	
	STANDARD MIDSHIP #1 CROSSMEMBER(S)			
	INVERTED U TRACTOR CROSSMEMBER		10	
	HEAVY DUTY SUSPENSION CROSSMEMBER		30	
Chassis Equipment				
	LH BACK OF CAB ACCESS	5	5	
	14 INCH (350MM) DECK PLATE FLUSH MOUNTED BETWEEN RAILS	5	5	
	14 INCH CHROMED STEEL BUMPER			
	LOOP STEP MOUNTED BELOW BUMPER	10		
	REMOVABLE FRONT TOW/RECOVERY DEVICE,STORED ON CHASSIS FRAME	15		
	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			
	BETTS B-25 PAINTED MUDFLAP BRACKETS		15	
	BLACK MUDFLAPS		15	
	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS SUSPENSIONS ONLY			
Fifth Wheel				
	JOST JSK37 SERIES 36.0 INCH AIR SLIDE NO- TILT FIFTH WHEEL - 2 INCH SLIDE INCREMENTS	30	580	
	FIFTH WHEEL 00.0MM (00.0 INCH) AHEAD OF SUSPENSION CENTERLINE			
	197MM (7.75 INCH) FIFTH WHEEL HEIGHT			
	STEEL OUTBOARD ANGLE - FIFTH WHEEL MOUNTING			
	DASH MOUNTED CONTROL AND PLUMBING FOR FIFTH WHEEL			
	LH FIFTH WHEEL RELEASE			
Fuel Tanks				
	120 GALLON/453 LITER ALUMINUM FUEL TANK - LH	25	10	
	60 GALLON ALUMINUM HYDRAULIC RESERVOIR, RH WITH 1-1/4 INCH NPT STANDPIPE FITTINGS	60	55	
	25 INCH DIAMETER FUEL TANK(S)			
	POLISHING OF FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS			
	FUEL TANK(S) FORWARD			
	POLISHED STEP FINISH			
	FUEL TANK FILLER NECK ANTI-SIPHON INSERT			
	CHROME FUEL TANK CAP(S)			
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Model



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	Description	Weight Front	Weight Rear	
	ALLIANCE FUEL FILTER/WATER SEPARATOR	15		
	EQUIFLO INBOARD FUEL SYSTEM			
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			
Tires				
	MICHELIN X MULTI ENERGY D 11R22.5 14 PLY RADIAL FRONT TIRES	40		
	MICHELIN XDN2 11R22.5 14 PLY RADIAL REAR TIRES		152	
Hubs				
	CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS	-30		
	CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS		-60	
Wheels				
	ACCURIDE 43644 ACCU-LITE 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS	-64		
	ACCURIDE 43644 ACCU-LITE 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-256	
	ACCURIDE ACCU-ARMOR FRONT WHEEL (R)			
	POLISHED REAR WHEELS; BOTH SIDES OF OUTER WHEELS ONLY			
	FRONT WHEEL MOUNTING NUTS			
	REAR WHEEL MOUNTING NUTS			
Cab Exterior				
	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			
	AIR CAB MOUNTING			
	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			
	FRONT FENDERS SET-BACK AXLE			
	SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT			
	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL			
	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS			
	CHROME HOOD MOUNTED AIR INTAKE GRILLE			
	FIBERGLASS HOOD			
	TUNNEL/FIREWALL LINER			



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	Weight	Weight	
Description	Front	Rear	
DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4		
DUAL ELECTRIC HORNS			
DUAL HORN SHIELDS			
REAR LICENSE PLATE MOUNT END OF FRAME			
HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS			
LED AERODYNAMIC MARKER LIGHTS			
DAYTIME RUNNING LIGHTS - LOW BEAM ONLY			
INTEGRAL STOP/TAIL/BACKUP LIGHTS			
STANDARD FRONT TURN SIGNAL LAMPS			
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LED LIGHTS AND LH AND RH REMOTE			
DOOR MOUNTED MIRRORS			
102 INCH EQUIPMENT WIDTH			
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			
RH DOWN VIEW MIRROR			
STANDARD SIDE/REAR REFLECTORS			
REAR REFLECTIVE DEVICE			
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER			
AERO BRIGHT EXTERIOR SUN VISOR	10		
63X14 INCH TINTED REAR WINDOW			
TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS			
RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4		
1-PIECE SOLAR GREEN GLASS WINDSHELD			
8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR			

Cab Interior

INTERIOR CONVENIENCE PACKAGE

OPAL GRAY VINYL INTERIOR

MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR

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Description	Front	_	
		Rear	
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR			
BLACK MATS WITH SINGLE INSULATION			
DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER			
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS AND ADDITIONAL CENTER COMPARTMENT WITHOUT NETTING			
CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20		
LH DOOR MAP POCKET			
(2) CUP HOLDERS LH AND RH DASH AND THERMOS HOLDER FLOOR/TUNNEL MOUNTED			
GRAY/CHARCOAL WING DASH			
SMART SWITCH EXPANSION MODULE			
2-1/2 LB. FIRE EXTINGUISHER	5		
HEATER, DEFROSTER AND AIR CONDITIONER			
STANDARD HVAC DUCTING			
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			
STANDARD HEATER PLUMBING			
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			
BINARY CONTROL, R-134A			
STANDARD INSULATION			
SOLID-STATE CIRCUIT PROTECTION AND FUSES			
12V NEGATIVE GROUND ELECTRICAL SYSTEM			
DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF			
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1040			
KEY QUANTITY OF 6			
LH AND RH ELECTRIC DOOR LOCKS			
(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH			
TRIANGULAR REFLECTORS WITHOUT FLARES	10		
ELITE ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT W/2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT, ADJUSTABLE SHOCK, HEAT	70		

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Description	Weight Front	Weight Rear	
BASIC ISRINGHAUSEN HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT			
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4		
LH AND RH INTEGRAL DOOR PANEL ARMRESTS			
BLACK LAREDO LEATHER DRIVER SEAT COVER			
BLACK MORDURA CLOTH PASSENGER SEAT COVER			
HIGH VISIBILITY ORANGE SEAT BELTS			
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		
4-SPOKE 18 INCH (450MM) STEERING WHEEL			
DRIVER AND PASSENGER INTERIOR SUN VISORS			

Instruments & Controls

WOODGRAIN DRIVER INSTRUMENT PANEL

WOODGRAIN CENTER INSTRUMENT PANEL

BLACK GAUGE BEZELS

LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM

2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES

DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS

97 DB BACKUP ALARM

ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)

KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY

ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED

HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH

2 INCH ELECTRIC FUEL GAUGE

MPG FUEL TRIP GAUGE, TOTAL AND RATE

DUAL REAR AXLE TEMPERATURE GAUGES

WITH SENSOR SHIELD

ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE

(3) To head map comit in displace. The firm has been some crowed a stated level, between the some filt and manual filters.

3



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Description	Weight Front	Weight Rear
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY AND HOBBS PTO OPERATION HOUR METER	2	
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	
ELECTRONIC STABILITY CONTROL		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
NO OVERHEAD INSTRUMENT PANEL		
AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH		
INTEROPERABLE SDAR ANTENNA		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
NO VEHICLE PERFORMANCE MONITOR	-5	
(2) TMC RP 1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND DASH B PANEL AND (1) LOCATED PASSENGER SIDE OF DASH		
IGNITION SWITCH CONTROLLED ENGINE STOP		
BW TRACTOR PROTECTION VALVE		
TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

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Prepared by: Bob Baldwin FRESNO TRUCK CENTER 2727 E. CENTRAL AVENUE FRESNO, CA 93725 Phone: 510-632-3535

	Description	Weight Front	Weight Rear	
	PDI INSTALLED AIR-WEIGH TRUCK SCALE, 5807, AIR DRIVE DEFLECTION SENSOR STEER 8A5807B1G4A0A0A. FOR SINGLE LEVELING VALVE			
Design				

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY BLACK, HIGH SOLIDS POLYURETHANE CHASSIS **PAINT** STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE ONLY

TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight	Weight	Total
	Front	Rear	Weight
Factory Weight ⁺	8946 lbs	7025 lbs	15971 lbs
Total Weight ⁺	8946 lbs	7025 lbs	15971 lbs

Extended Warranty

CUMMINS ENGINE CARB22: X12 HD1 5 YEARS / 500,000 MILES / 805,000 KM EXTENDED WARRANTY. FEX APPLIES.

TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING **COVERAGE \$750 CAP FEX APPLIES**



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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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Report to the Board of Directors

Date: January 19, 2023

From: Cesar Zuñiga, Assistant General

Manager/Operations Manager

Title: A Resolution Authorizing the Purchase of One

Used 2017 Case 586H All-Terrain Forklift from United Rentals of Salinas for the Johnson Canyon Landfill for an Amount of \$62,602.75

ITEM NO. 11

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.
Authority General Counsel

RECOMMENDATION

Staff recommends approval of the resolution for the purchase of one (1) used 2017 Case 586H all-terrain forklift from United Rentals of Salinas for \$62,605.75.

STRATEGIC PLAN RELATIONSHIP

The purchase of the one (1) used 2017 Case 586H all-terrain forklift will assist the Authority in supporting its Objective to Maintain a High Performance and Flexible Workforce. The purchase of the 586H all-terrain forklift will be used by staff to offload supplies delivered to the facility, assist with mechanical repairs, and unload deliveries to the organic depackager at the Johnson Canyon Landfill. The proposed unit is an all-terrain four-wheel drive unit made for use in rough terrain.

FISCAL IMPACT

The funding for the used 2017 Case 586H all-terrain forklift will be coming from Capital Improvement Project (CIP) 9526. The CIP has a replacement budget of \$2,016,025 set aside for equipment replacement. There are sufficient funds within the Capital Improvement Budget 9526 to fund the purchase of the one (1) used 2017 Case 586H all-terrain forklift.

DISCUSSION & ANALYSIS

The Johnson Canyon Landfill serves all its member agencies disposal and recycling needs. The operations at the facility were taken over by in-house staff in December 2014. The facility receives over 200,000 tons of refuse annually, while serving the public seven days a week.

To maintain an efficient operation, it is crucial to have dependable equipment onsite that can handle the workload. The previous onsite forklift was surplus and sold in November after the repairs required exceeded the value of the unit. Staff have been utilizing other equipment to load and unload as needed.

Staff are looking to purchase the used Case 586H all-terrain forklift to assist with offloading supplies delivered to the facility, assist with mechanical repairs, and unload deliveries to the organic de-packaging facility.

Staff solicited quotes for similar units and received three (3) quotes from United Rentals and one (1) from SoCal Equipment. The four units looked at had comparable price ranges, but the hours on each unit varied from 1,703 hours to 6,747 hours. All units found were in the range of \$61,315 to \$65,727 for similar model years. Staff found that the best overall unit based on hours, model year, and cost was from United Rentals of Salinas, CA. They offered a low hour unit with a low delivery cost compared to the other three units which had an estimated transport cost ranging from \$1,200 to \$2,800. They also offered a low hour unit. Below are the quotes received for a Case 586H All-Terrain Forklift similar hours and model years:

Vendor	Model Year	Hours	Cost w/Tax	Location	Transport Cost Included
United Rentals	2018	6,308	\$61,315	Turlock, CA	No
United Rentals	2018	6,747	\$61,315	Madera, CA	No
United Rentals	2017	3,123	\$62,602.75	Salinas, CA	Yes
SoCal Equipment	2016	1,703	\$65,727	New Mexico	No

BACKGROUND

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

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

ATTACHMENT(S)

- 1. Resolution
- 2. Exhibit A Quote

RESOLUTION NO. 2023 -

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) USED 2017 CASE 586H ALL-TERRAIN FORKLIFT FROM UNITED RENTALS FOR THE JOHNSON CANYON LANDFILL FOR AN AMOUNT OF \$62,602.75

WHEREAS on February 20, 2014, the Board of Directors authorized staff to proceed with assuming the operation of the Johnson Canyon Landfill; and,

WHEREAS the Board of Directors authorized the creation of an equipment replacement budget to be used for purchasing and replacing equipment required for the efficient operations of the facility; and,

WHEREAS the Authority began operating the Johnson Canyon Landfill on December 22, 2014; and,

WHEREAS the Authority solicit numerous quotes for a used Case 586H all-terrain forklift to receive best overall pricing; and,

WHEREAS United Rentals of Salinas provided the best overall used unit with low hours and competitive pricing which included transport to the facility.

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 purchase one (1) used 2017 Case 586H all-terrain forklift from United Rentals of Salinas for the Johnson Canyon Landfill operations, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 19th day of January 2023, by the following vote:

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



37 TARP CR SALINAS CA 93901-3717 831-422-7411

LANDFILL



SALE QUOTE

214715053

Customer # : 1023101 Quote Date : 01/06/23

UR Job Loc : 31400 JOHNSON CANYON

UR Job # : 8 Customer Job ID: P.O. #

Ordered By : CESAR ZUNIGA Written By : ANTHONY TAYLOR : ANTHONY TAYLOR Salesperson

Office: 831-775-3000 Cell: 408-706-4568

SALINAS VALLEY SOLID WASTE PO BOX 2159 SALINAS CA 93902-2159

31400 JOHNSON CANYON RD

GONZALES CA 93926-9400

This is not an invoice Please do not pay from this document

Equipment # Price Qty Amount

10603323 CC: 232-2215 57900.00

Serial #: JJGN580HPHC738654

FORKLIFT ROUGH TERRAIN 6000# 21-29' Model: 586H

Make: CASE Model Year: 17

HR OUT: 3123.300

WHEN OPERATED IN CALIFORNIA, ANY OFF-ROAD DIESEL VEHICLE MAY BE SUBJECT TO THE CALIFORNIA AIR RESOURCES BOARD IN-USE OFF-ROAD DIESEL VEHICLE REGULATION. IT THEREFORE COULD BE SUBJECT TO RETROFIT OR ACCELERATED TURNOVER REQUIREMENTS TO REDUCE EMISSIONS OF AIR POLLUTANTS. FOR MORE INFORMATION, PLEASE VISIT THE CALIFORNIA AIR RESOURCES BOARD WEBSITE AT HTTP://WWW.ARB.CA.GOV/MSPROG/ORDIESEL/ORDIESEL.HTM

DELIVERY CHARGE

200.00 58100.00 4502.75 Sub-total: Tax: 62602.75 Total:

57900.00

CONTACT: BRIAN KENNEDY CELL#: 408-706-4568

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687) WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #IN ORDER TO CLOSE THIS CONTRACT

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 1.8% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX IN SOME JURISDICTIONS. THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT https://www.unitedrentals.com/legal/sale-agreement AND INCORPORATED HEREIN BY REFERENCE, A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.

1



Report to the Board of Directors

Finance and Administration Manager/ Controller/Treasurer

ITEM NO. 12

Manager/ Cornioller/freasorer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: January 19, 2023

From: Mandy Brooks, Resource Recovery

Manager

Title: A Resolution Approving Amendment No. 1 to

the Service Agreement with Clean Earth for Household Hazardous Waste Transportation,

Disposal, and Recycling Services

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting the Strategic Plan Objective to Promote Authority's Role and Value as a Resource Recovery Agency and Achieve 75% Diversion, as well as AB 939 which requires local jurisdictions to have a program for the proper disposal of Household Hazardous Waste (HHW) to prevent the materials from being landfilled.

FISCAL IMPACT

In October, the Board approved the Notice of Award of funding from CalRecycle for the Household Hazardous Waste Grant 39th Cycle HD39 2022-23 Small Projects Cycle Grant and a Supplemental Appropriation of \$100,000 (Reso. No. 2022-57). This grant funding will be used cover the additional scope of work and costs associated with Amendment No. 1 to the agreement with Clean Earth.

DISCUSSION & ANALYSIS

The current agreement with Clean Earth was approved by the Board at the June 17, 2021 meeting (Reso. No. 2021-20). While the agreement does not expire until June 30, 2023, Amendment No. 1 will establish an additional scope of work and rates to hold the grant funded mobile HHW collection events in the most southern and northern rural communities within the Authority service area.

Approximately three mobile collection events have been tentatively scheduled in 2023. Each event will serve approximately 200 cars and Clean Earth will provide the day-of, on-site labor, supplies, equipment, collection, transportation, and disposal for each event. The disposal costs are dependent on how much is collected at each event but will be based on the current agreement's fee schedule (included in Attachment 2). In addition, Clean Earth may also provide the appointment or reservation scheduling administration prior to each event.

The following three event dates and locations have tentatively been identified:

Date	Location
3/18/2023	King City
9/16/2023	San Lucas/Lockwood
11/4/2023	Pajaro

These collection events are planned in conjunction with the local waste hauler, Waste Management's 2023 annual community cleanup events schedule.

BACKGROUND

The Authority fulfills each member cities and the County's obligation under AB 939 to accept and provide safe disposal for hazardous materials which may otherwise be disposed in the landfill. While the Authority operates the HHW Facility at Madison Lane, just outside of Salinas, operates two Antifreeze, Batteries, Oil, & Paint (ABOP) facilities at Johnson Canyon and Jolon Rd, and provides ABOP collection services at over twenty (20) community cleanups annually, there is still a need for accessible full HHW collection services, particularly for the most southern and northern rural areas of the county.

The grant term will run through September 2025; however, it is anticipated that the events will be held in 2023, possibly 2024, as scheduling and funding permits. During each event, residents will be able to safely dispose of their unwanted household hazardous materials for free in their local communities.

ATTACHMENTS

- 1. Resolution
- 2. Exhibit A -Amendment No 1.
- 3. Attachment 1 Scope of Work for Mobile Collection Events
- 4. Attachment 2 Rates for Mobile Collection Events

RESOLUTION NO. 2023 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH CLEAN EARTH FOR HOUSEHOLD HARZARDOUS WASTE TRANSPORTATION, DISPOSAL, & RECYCLING SERVICES

WHEREAS, on June 17, 2021, the Salinas Valley Solid Waste Authority Board of Directors adopted Resolution No. 2021-20 approving the professional services agreement with Clean Earth for Household Hazardous Waste Transportation, Disposal and Recycling Services; and,

WHEREAS, the Authority wishes to amending the agreement with Clean Earth for transportation and disposal/recycling of household hazardous waste to include mobile household hazardous waste collection events services.

NOW THEREFOR, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/Chief Administrative Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute Amendment No. 1 to the agreement with Clean Earth for transportation and disposal/recycling of Household Hazardous Waste, 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 additional Scope of Services and Schedule of Compensation are approved, as attached hereto and marked "Attachment 1, Attachment 2"

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 19th of January 2023, by the following vote:

7 (0017 (114)	BOTARD MEMBERS.	
AR21AIN:	ROAKD WEWREK?:	
ABSTAIN:	BOARD MEMBERS:	
ABSENT:	BOARD MEMBERS:	
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NOES:	BOARD MEMBERS:	
	BOARD MEMBERS:	
	DOARD MEMBERS.	



EXHIBIT A

AMENDMENT NO. 1

FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC.
FOR HOUSEHOLD HAZARDOUS WASTE
TRANSPORTATION, DISPOSAL, AND RECYCLING SERVICES

This amendment is made and entered into this 19th day of January 2023, 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 Clean Earth Environmental Solutions, Inc., a Delaware corporation, by and through its subsidiaries or affiliates (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on July 1, 2021. The initial term of the agreement expires <u>June 30, 2023</u>. All terms of the aforementioned agreement will continue in force with the exception of the following changes:

1. <u>Scope of Services</u>

The Authority and Consultant hereby mutually agree to adopt the additional scope of services for conducting mobile household hazardous waste collection events as attached hereto and marked "Attachment 1"

2. <u>Compensation</u>

The Authority and Consultant hereby mutually agree to adopt the additional fee schedule for mobile household hazardous waste collection events as attached hereto and marked "Attachment 2."

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:				
Date:	Date:				
R. Patrick Mathews General Manager/CAO	Roy C. Santos Authority General Counsel				
ATTEST:	CONSULTANT: Clean Earth				
Date: Erika J. Trujillo, Clerk of the Board	Signature				
•	Date: Printed Name/Title				

Attachment 1

Scope of Services

For each mobile HHW Collection Event, Clean Earth will provide the following services:

- Set-up, labor, equipment, supplies, transportation, and disposal for each event.
- Estimated labor includes 1 site supervisor and approximately 8-10 technicians (8-hour shift).
- The cost quote is based on approximately 200 or less cars participating in each event.
- The supplies used and the disposal costs incurred for each event will be billed using the current contract rates but will be billed separately.

Following materials will not be accepted at the mobile collection events (i.e., Unacceptable Wastes):

- Explosives or explosive waste, with the exception of surface flares
- Ammunition
- Biological, biohazard or medical waste
- Radioactive waste
- Large, compressed gas cylinders
- Business generated waste
- Solid Waste (household garbage)
- Water Reactives
- Asbestos

Additional Services:

Clean Earth may also provide a reservation system service for scheduling appointments prior to the events.



QUOTE - ADDENDUM

December 9, 2022

Cesar Zuniga and Mandy Brooks Salinas Valley Solid Waste 128 Sun St., Ste 101 Salinas, CA 93901-3751

Thank you for allowing Clean Earth Environmental Solutions, Inc. by and through any of its subsidiaries or affiliates (Clean Earth) to service your waste management needs. This addendum is to add additional services or pricing to your existing agreement with Clean Earth either at your request, or due to items or services performed that are not in your existing pricing schedule with us. Please see the below pricing schedule that will be added to your existing agreement as referenced below.

Pricing Details:

	Mobile/Collection Event Disposal Charges:						
Item	Waste Name	Description	UOM	Price	QTY	Net Price	Minimums
N/A	Disposal	Billed Per Current Contract Rates (Attached)	N/A	N/A	N/A	N/A	N/A
			Disposal Subtotal:			\$TBD (based on waste volumes received at event)	
		Mobile/Collection Event N	/lobilizati				
ltem	Name	Description	UOM	Price	QTY	Net Price	Minimums
N/A	Mobilization Fee for up to 200 Cars/Participants	Includes Site Set-Up, Transportation, Event Specific Supplies (i.e. Tarp, Forklift, etc all other supplies will be billed at contract rates)	Each Event	\$9,500.00	1	\$9.500.00	
					Transportation	on Subtotal:	\$9,500.00
		Labor C	harges:				
ltem	Name	Description	UOM	Price	QTY	Net Price	Minimums

CleanEarth Page 1 of 3

CleanEarth.

LBENVTST	Labor - Technician (8-10 for 200 Car Event)	Environmental Technician, Straight Time	Hour	\$60.00	Team of 8-10 technicians for 8 hours	\$4,800.00	4 hour minimum (Portal to Portal)
N/A	Labor – Customer Service	Appointment Reservation Management	Per Event	\$2,000.00	1	\$2,000.00	
LBPROMST	Labor - Site Supervisor	Project Manager, Straight Time	Hour	\$95.00	8	\$760.00	4 hour minimum (Portal to Portal)
					Lab	or Subtotal:	\$7,560.00
	·	·		·	·		

	Supply Charges:						
ltem	Item Name Description UOM Price QTY Net Price						
N/A	Supplies	Billed Per Current Contract Rates (Attached)					
					Supp	oly Subtotal:	\$TBD (Based on supplies used at event)

Assumptions and Conditions:

- 1. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- 2. For a complete list of process code specifications, visit: <u>https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf</u>
- 3. This proposal must be signed within 60 days of receipt; otherwise a new quote will be reissued.

The terms and conditions from the Resolution No. 2021-20 Service Agreement ("Agreement") with an effective date of July 1, 2021 between Stericycle Environmental Solutions, Inc, (now known as Clean Earth Environmental Solutions, Inc.), and Salinas Valley Solid Waste apply to this quote addendum.

Between: Clean Earth Environmental Solutions, Inc.	And:	Salinas Valley Solid Waste
Signature	Sig	nature
Name	Nar	me

CleanEarth confidential

Page **2** of **3**

CleanEarth.

Title	Title
Date:	Date:

CleanEarth • confidential

Salinas Valley

SECTION 4: COST PROPOSAL

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

Salinas Valley

PCB	PCR - containing paint	10	20 641	¢ 000.00	PCB01
ACR	PCB - containing paint Flourecent Tube Ballast / Other PCB	LO	20 GAL	\$ 800.00	REC45
	includes ballasts	LO	30 GAL	\$0.75/LB	REC45
			T	—	
	Latex Paint	BU	55 GAL	Paint Care	REC49
Da alaissa kila	Non-RCRA Used Motor Oil / Recycle	BU	55 GAL	\$ 175.00	REC07
Reclaimable	Paint Related Material	LP, LO	55 GAL	\$ 165.00	AF06
	Paint Related Material	LP, LO	UN BOX	\$ 575.00	AF06
	Used Oil Filters	LO	55 GAL	\$ 95.00	REC10
	Hypochlorite solutions, bathroom cleaners containing bleach	LO	30 Poly Drum	\$ 115.00	STAB06-6
Corrosive	Hypochlorite solutions, bathroom cleaners containing bleach	LO	15 Poly Drum	\$ 90.00	STAB06-6
	1 111				
	Mercury containing automatic switches, thermometers, and nolvelties			\$ 550.00	REC14
		LO	20 GAL		
	Mercury containing thermostats	LO	20 GAL	\$ 550.00	REC14
	Mercury containing waste (other)	LO	15 Gal	\$ 450.00	REC14
	Used Compact Flourescent Bulbs (CFL'S) 3FT & under	LO	CFL Box	\$0.16/ft	REC06
Universal Waste	Used High Pressure Sodium Bulbs	LO	4ft Barrel / Box	\$1.45/LB	REC42
	Used Flourescent Tubes / with Mercury Vapor 4ft	LO	4ft Barrel	\$0.16/ft	REC06
	Used Flourescent Tubes / with Mercury Vapor 8ft	LO	8 FT BOX	\$0.16/ft	REC06
	Lithium Batteries	LO	15 Gal	\$4.95/LB	REC09
	Lithium Button Cell Batteries	LO	30 Gal	\$4.95/LB	REC09
	Rechargeable Batteries	LO	30 GAL	\$0.75/LB	REC11
	Alkaline / Heavy duty Batteries	LO	30 GAL	\$0.77/LB	REC24
			I	T	
Aerosol Container (UW)	Aerosol Flammable	LO	UN BOX	\$ 585.00	AF08
			1		
	Non-RCRA Soil, Debris, Rags contaminated with oil	LO	55 GAL	\$ 129.00	LF07
	Fire Extiguishers / Non- Flammable	LO	55 GAL	\$6.50/Per cylinder	REC60
Other	Pharmaceutical Waste	LO	30 Gal	\$ 238.00	INC29
Otiler	Liquid Propane Gas Cylinders	Stacked	Shrink wrap pallet	\$ 238.00 \$5.25/Per cylinder	REC61
	Refrigeration Compressor Oil	Bulk	55 GAL	\$ 175.00	REC07

Supplies Cost					
Туре	Size	Co	ost		
Drums	55 Gallon Close Top	\$	35.31		
Drums	55 Gallon Open Top	\$	39.59		
Drums	30 Gallon Open Top	\$	43.87		
Drums	20 Gallon Open Top	\$	49.22		
Drums	15 Gallon Open Top	\$	41.73		
Drums	10 Gallon Open Top	\$	49.22		
Bucket	5 Gallon Plastic	\$	10.70		
Absorbent Granulated	50 LBS Bag	\$	10.70		
GP-X Markers	12-per box	\$	12.84		
Fluorescent Lamp Tube	4 Foot Tube / Cylinder	\$	10.70		
Fluorescent Lamp Box	8 Foot	\$	12.84		
Fluorescent Tube	4 Foot	Ψ	12.04		
Boxes		\$	10.70		
Tri-wall box	1 CY	\$	60.99		
Non UN BOX with	101	Ψ	00.99		
Liners, Low profile (flaps)	1 CY	\$	38.52		
UN Boxes with Liners		Ψ	20.02		
(flaps)		\$	60.99		
Box Liner	1 CY	\$	1.07		
CFL Tub	4 ft	\$	31.03		
Bio-Hazard Can	33 GAL	\$	16.05		
Bio-Hazard Can Liners	33 GAL				
Metal Square Capped		\$	2.68		
Roofing Nails 1 3/4" box	Hazwaste Box nails	\$	16.05		
Hazardous Waste		Ф	16.05		
Labels		Φ.			
	oach	\$	10.04		
4-way pallets 2.1 Flam, 2.2 Non-	each	\$	12.84		
Flam, 3 Liquid, 4.1 Flam Solid	Rolls	СВС			
5.1 Oxidizer, 5.2 Org.					
Peroxide, 6.1 Toxic, 8	Rolls				
Corrosive		CBC			
Up Arrows, 9 Environmental Hazardous	Rolls	GF 5			
Look Dourfor		CBC			
Lock Box for Pharmaceuticals					
riiaiiiiaceuticais		\$	43.87		



2021 Employee Survey Results

THE ATTACHED PRESENTATION WILL BE GIVEN AT THE MEETING

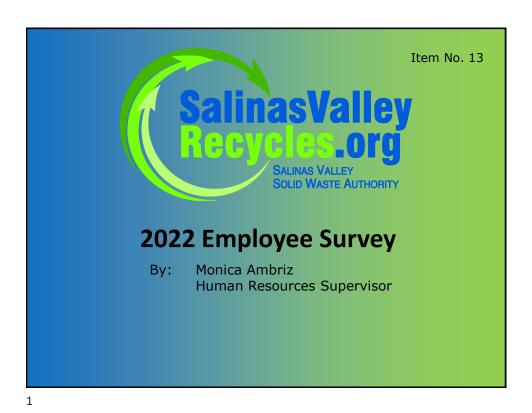
N/A

Authority General Counsel

<u>Attachment</u>

Title:

1. Power Point Presentation

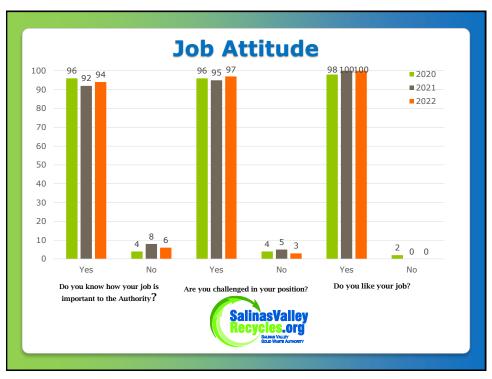


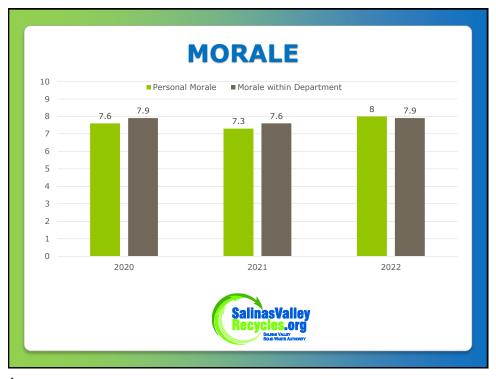
Goal of Survey

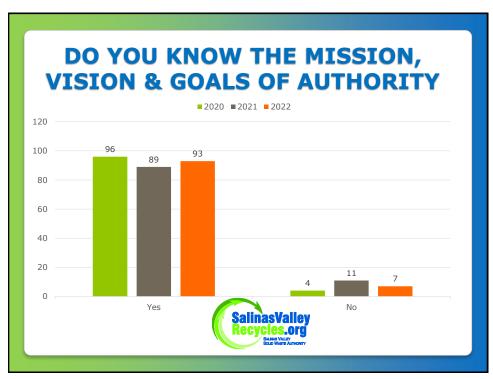
- Measure employees:
 - Job Satisfaction
 - Morale
 - Our Organization
 - Engagement
 - Benefits
- Collect ideas for improvement
- Determine any trends

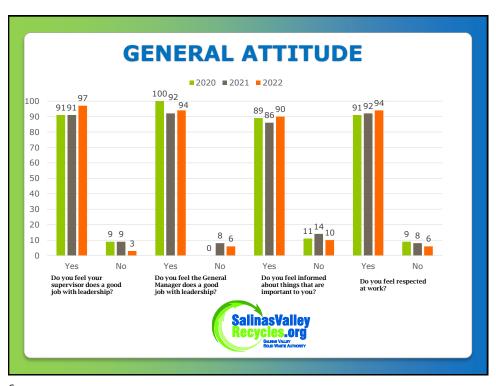


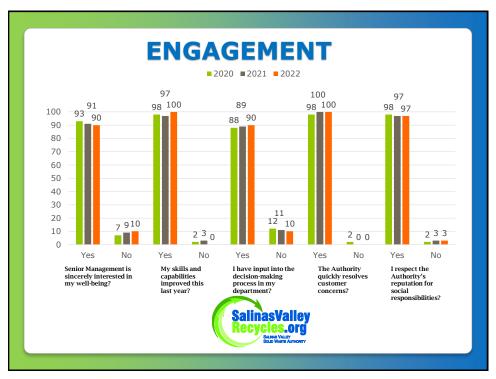
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Next Steps

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



9



THE ATTACHED PRESENTATION WILL BE GIVEN AT THE MEETING

<u>Attachment</u>

1. Power Point Presentation



Item No. 14

AB 939 Program Update

Board of Director's Meeting January 19, 2023

1



2

What is AB 939

The Integrated Waste Management Act of 1989 (AB 939) established that all cities and counties in CA must reduce their waste by 50% (by 2000)

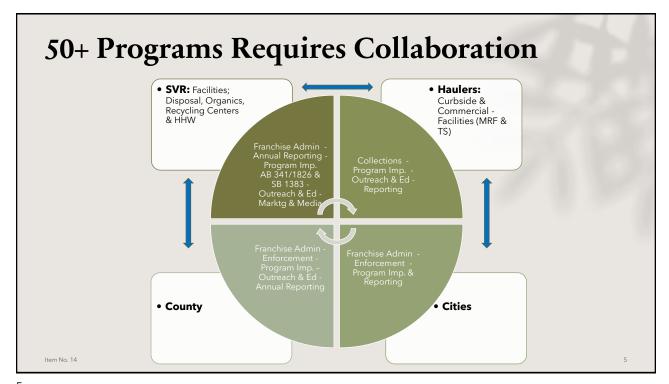


Item No. 14

3



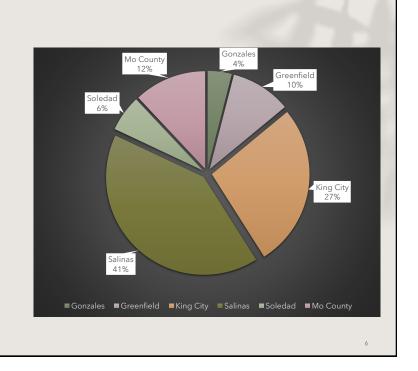
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2022 Public Outreach -Member Agency

Tracked activities:

- Commercial Businesses
 - Food Generating
- Schools
- Multifamily Complexes



Item No. 14

6

Public Outreach & Ed

- ✓ Implementing Recycling & Organics Programs for Residents, Schools, Businesses, & Multifamily
- ✓ Booths at Community Events
- √ Hosting Composting Workshops
- √ Tours, Presentations
- √ Marketing & Media
- √ Social Media & Website
- ✓ JC Ed Center & Garden

To the second se

Item No. 14

7

AB 939 Annual Budget by Department

	Resource Recovery	Recycling Centers at Facilities (ML, JC, & JR)	ннพ	Totals
Staff (FTE)	7	13	4	24
Personnel & Admin Costs	\$1.36M	\$1.48M	\$621,097	\$3.46M
Outreach & Ed Programs	\$491,601	-	-	\$491,601
Disposal Costs	-	-	\$364,400	\$364,400
Bldg Rent (ML)	-	\$206,000	-	\$206,000
Other Op. Costs	-	\$262,399	- -	\$262,399
TOTALS	\$1.85M	\$2.93M	\$985,497	\$4.79M

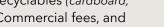
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Published 1/13/2023

AB 939 Budget - \$4.79M Total Funding

\$4.0 Million

 Funded through AB 939 Fees charged to the haulers, sales of recyclables (cardboard, metal, e-waste), HHW Commercial fees, and Franchise Admin fees



\$793,100

 Remainder of budget is funded through disposal (solid waste) tipping fees





Item No. 14

Comments | Questions?

Thank you!



Item No. 14

10

Published 1/13/2023 5



Report to the Board of Directors

Date: January 19, 2023

From: C. Ray Hendricks, Finance and Administration

Manager

Title: Request for FY 2023-24 Preliminary Budget

Direction

ITEM NO. 15

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

N/A

Authority General Counsel

RECOMMENDATION

Staff requests that the Board provide input and recommendations so that staff can move forward with the budget process.

DISCUSSION & ANALYSIS

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

Budget Summary

The preliminary budget is written as a status quo budget:

- The Authority began providing hauling services to Republic Services for solid waste transferred from Madison Lane to Johnson Canyon on July 1, 2022.
- Atlas Organics began compost operations at Johnson Canyon on July 1, 2022
- Sun Steet closed on September 10, 2022, with AB939 programs and Recycling Services relocated to Madison Lane on September 12, 2022.
- No major changes in operations are expected during the FY 2023-24.

The Proposed Budget is balanced as presented.

Following is a consolidated summary of the proposed budget changes.

		2023-24	
	2022-23	PROPOSED	INCREASE/
	BUDGET	BUDGET	(DECREASE)
BUDGETED REVENUE			
OPERATING REVENUES	23,764,900	24,575,600	810,700
USE OF ONE TIME SURPLUS	495,000	-	(495,000)
TOTAL BUDGETED REVENUE	24,259,900	24,575,600	315,700
BUDGETED EXPENDITURES			
OPERATING EXPENDITURES	17,289,700	17,601,800	352,100
ESTIMATED SET ASIDE (NEW CELL)	1,045,000	1,045,000	-
DEBT SERVICE	3,115,300	3,113,200	(2,100)
POST CLOSURE	1,070,000	1,070,000	-
CIP ALLOCATION	1,725,000	1,725,000	-
TOTAL BUDGETED EXPENDITURES	24,245,000	24,555,000	310,000
BALANCE USED FOR RESERVES	14,900	20,600	5,700

Revenue Increases (\$810,700)

Revenues are projected to increase 3.4% in total. The following table summarizes the projected increases.

AB939 FEE INCREASE	470,000
INVESTMENT EARNINGS	200,000
RENTAL INCOME (OFFICE BUILDING)	92,000
GREEN WASTE INCREASES	56,000
OTHER REVENUE REDUCTIONS	(7,300)
TOTAL REVENUE INCREASES	810,700

AB939 Increase (\$470,000)

The Authority has been working towards the long-range goal of having AB 939 fees (funding for fixed, non-landfill diversion related programs) fully fund those programs without subsidy from more volatile landfill waste tipping fees. The initial budget is written with a \$470,000 increase to AB939 fees (funding Option 3 below), which is the equivalent of a \$2.25/ton increase to tipping fees. Staff is projecting that tipping fees will need to fund approximately \$1,045,000 of the AB939 programs in FY 2023-24 if no adjustments are made to the AB 939 fees (funding Option 1 below). However, the increase can be split between AB939 fees and tipping fees in several different ways to achieve the same revenue needs and move the AB 939 program fees towards the goal of funding self-sufficiency. In all options presented the total revenue generation between these two primary revenue sources will be the same and equivalent to approximately a \$2.25/ton increase, or a 3.5% increase.

Following are a few options for allocating the increase:

			2023-24	
		2022-23	Proposed	Total
Funding Options		Rates	Rates	Increase %
 Increase Tipping Fees 				
Solid Waste	\$	64.75	\$ 67.00	3.5%
AB939	\$	3,633,000	\$ 3,633,000	0.0%
2. Split the Increases	_			
Solid Waste	\$	64.75	\$ 66.50	2.7%
AB939	\$	3,633,000	\$ 3,738,000	2.9%
3. Increase AB939 Fees				
(draft budget model)	_			
Solid Waste	\$	64.75	\$ 64.75	0.0%
AB939	\$	3,633,000	\$ 4,103,000	12.9%
4. Fully Fund AB939	_			
Solid Waste	\$	64.75	\$ 62.00	-4.2%
AB939	\$	3,633,000	\$ 4,678,000	28.8%

Investment Earnings (\$200,000)

Investments earnings have been steadily increasing due to higher treasury rates in the past year. Staff is projecting an increase of **\$200,000** in investment revenues for FY 2023-24.

Rental Income (\$92,000)

The Authority purchased the office building that its administrative offices are located in after the FY 2022-23 Budget was written. One of the offices has a tenant who will pay an estimated **\$92,000** in rent in FY 2023-24.

Greenwaste Tipping Fees (\$56,000)

Atlas Organics, the Authority's organics processor is expected to receive a 3% increase to their processing rate on July 1, 2023. Staff recommends passing this increase through to our organics customers at a rate of \$1.25/ton. The increase is a total of **\$56,000** in additional revenue.

Other Revenue Adjustments (-\$7,300)

The net impact of all other revenue adjustments is a decrease of \$7,300.

Following is a summary of the key rates and the adjustments necessary to balance the budget. Staff has allocated the increase to AB939, but this can be modified to reduce the AB939 increase and increase the solid waste tipping fee. If fully shifted to tipping fees, the increase would be \$2.25/ton.

		2023-24	
	2022-23	PROPOSED	TOTAL
	RATES	RATES	INCREASE %
SOLID WASTE	64.75	64.75	-
GREEN WASTE (ORGANICS)	57.00	58.25	2.2%
TRANSPORTATION SURCHARGE	18.75	19.75	5.3%
AB939	3,633,000	4,103,000	12.9%

Budgeted Expenditure Increases (\$310,000)

Payroll Increases (Net)	546,100
Organics Program	51,400
Insurance	45,400
Gas & Electricity	40,000
State/Regional Fees	32,500
All Other Increases / (Decreases)	7,600
Total Operating Budget Increase	723,000
Organics Processing	(160,000)
Sun Street (Non-Payroll)	(253,000)
Net Increases	\$ 310.000

Payroll Increase (\$546,100)

Following is a Summary of the Payroll Increases:

COLA (4%)	252,500
Medical Premiums	155,200
Worker's Comp Premiums	49,500
Merit Increases	48,900
CalPERS Increases	46,700
Other Payroll Adjustments	(6,700)
Total Payroll Increases	\$ 546,100

Staff is requesting the following staff allocations:

One additional Diversion Systems Maintenance Worker. The position will cost an estimated \$113,400 in salary and benefits and will be funded by a reduction in the overtime allocated to the Operator/Driver positions. The position will be assigned to the C&D program, which will allow the operator/driver assigned there to be used as a supplemental driver at Madison Lane when needed as well as supporting the Jolon Road and Johnson Canyon Operations.

One additional Solid Waste Technician I is being requested. The position will cost an estimated \$142,000 in salary and benefits and will be funded by a reduction in contract services at the landfills. The position will primarily be used to bring as substantial portion of the landfill gas systems monitoring in house. This will allow staff to better manage landfill gas systems to ensure that we are in regulatory compliance.

Organics Program

Our organics processor receives \$38.11 to process organics if we supply the water. Since water is not currently available, the cost to process increases by \$160,000 for FY 2022-23, which was funded using one time funds. It is expected that water will be available by July 1, 2023. However, our vendor is scheduled to receive a CPI increase, which is \$51,400 above the original budget.

Insurance Increases (\$45,400)

The last two years have included substantial insurance increases. Staff is allocating an additional \$45,400 for insurance premium increases for FY 2023-24

Gas and Electricity (\$40,000)

Environmental Control Systems at the landfills have had to run at larger levels than needed in previous years. This has increased our Gas and Electricity consumption by **\$40,000**.

State and Regional Fees (\$32,500)

State and Regional Fees are budgeted to increase by **\$32,500**. These are the fees paid to the Local Enforcement agency, water board, air board.

CIP/Post-Closure Budget

The CIP Budget is expected to not change year over year. However, staff is recommending that we reduce the allocation for the organics program by \$200,000 and allocate it to Johnson Canyon's landfill gas system. Staff is expecting that the landfill gas flare will require upgrading in the near future and recommends that the Authority start building up funds for this.

The Authority tries to fund known capital from operations on a <u>save-as-you-go</u> basis. For some projects, this requires allocating funds to CIPs over several years. The year-over-year changes are shown in summary on the table below.

	FY 2021-22	FY 2022-23	
	Approved CIP	Proposed CIP	
	Allocation	Allocation	Change
Equipment Replacement	1,150,000	1,150,000	-
Post Closure Maintenance (3 sites)	1,070,000	1,070,000	-
Diversion Programs	225,000	25,000	(200,000)
JC Landfill Improvements	225,000	425,000	200,000
Roadway Maintenance/Improvements	100,000	100,000	-
JR Transfer Station Improvements	25,000	25,000	<u>-</u> _
Total CIP Allocation	2,795,000	2,795,000	-
Estimated New Cell Set Aside @\$5.00/ton			
(Included in Operating Budget)	1,045,000	<u>1,045,000</u>	
Total CIP/Set Asides	3,840,000	3,840,000	<u> </u>

BACKGROUND

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

ATTACHMENT(S)

1. Power Point Presentation



FY 2023-24 Request for Budget Direction

January 19, 2023

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Budget Assumptions

- Status Quo
 - No Changes in Operations

Debt Service Schedule

Principal	Interest	Total
Payment	Payment	Payment
2,700,000	415,297	3,115,297
2,700,000	413,116	3,113,116
2,730,000	381,569	3,111,569
2,770,000	340,937	3,110,937
2,820,000	293,020	3,113,020
2,870,000	238,656	3,108,656
2,935,000	177,880	3,112,880
3,000,000	111,057	3,111,057
25,595,000	<u> </u>	3,108,083 28,004,614
	2,700,000 2,700,000 2,730,000 2,770,000 2,820,000 2,870,000 2,935,000 3,000,000 3,070,000	Payment Payment 2,700,000 415,297 2,700,000 413,116 2,730,000 381,569 2,770,000 340,937 2,820,000 293,020 2,870,000 238,656 2,935,000 177,880 3,000,000 111,057 3,070,000 38,083

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CIP/Post Closure Budget

	FY 2022-23 Approved Budget	FY 2023-24 Proposed Budget
Equipment Purchase/Replacement	1,150,000	1,150,000
Post-Closure	1,070,000	1,070,000
JC Landfill	325,000	525,000
Transfer Station Improvements	25,000	25,000
Diversion Programs	225,000	25,000
Total CIP Allocation	2,795,000	2,795,000
New Cell Construction	1,045,000	1,045,000
Total CIP/Set Asides	3,840,000	3,840,000

Staffing Allocation Changes

Diversion Systems Maintenance Worker

+1

- Fully Loaded Cost \$113,400
- Funded from Overtime Reductions
- C&D Operator/Driver to be reassigned
- Fill in at ML for staffing shortages/tonnage spikes
- Will also fill in at Jolon or Johnson as needed

Solid Waste Technician I

+1

- Fully Loaded Cost \$142,000
- Funded from a Reduction in Contract Services
- To assist with monitoring of gas systems

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Payroll Increases

COLA (4%)	252,500
Medical Premiums	155,200
Worker's Comp Premiums	49,500
Merit Increases	48,900
CalPERS Increases	46,700
Other Payroll Adjustments	(6,700)
Total Payroll Increases	\$ 546,100

FY 2022-23 Projected Total Budget Increase

Payroll Increases (Net)	546,100
Organics Processing	51,400
Insurance	45,400
Gas & Electricity	40,000
State/Regional Fees	32,500
All Other Increases / (Decreases)	7,600
Total Operating Budget Increase	723,000
Organics Processing	(160,000)
Sun Street (Non-Payroll)	(253,000)

310,000 Net Increase

Projected Revenue Changes

AB939 Fee Increase	470,000
Investment Earnings	200,000
Rental Income	92,000
Green Waste	56,000
Other Adjustments	(7,300)

\$810,700 Total Revenue Increase

Budget Summary

	2022-23	2023-24	Increase/
	Budget	Proposed	(Decrease)
Budgeted Revenue			
Operating Revenues	23,764,900	24,575,600	810,700
Use of One Time Surplus	495,000		(495,000)
Total Budgeted Revenue	24,259,900	24,575,600	315,700
Budgeted Expenditures			
Operating Expenditures	17,289,700	17,601,800	312,100
Estimated Set Aside (New Cell)	1,045,000	1,045,000	-
Debt Service	3,115,300	3,113,200	(2,100)
Post Closure	1,070,000	1,070,000	-
CIP/Repayment Allocation	1,725,000	1,725,000	
Total Budgeted Expenditures	24,245,000	24,555,000	310,000
Balance Used for Reserves	14,900	20,600	5,700

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Key Rate Adjustments

	2022-23 Rates		2023-24 Proposed Rates	Increase %
Greenwaste/Wood	\$	57.00	\$ 58.25	2.2%
Transportation Surcharge	\$	18.75	\$ 19.75	5.3%

Tipping Fees/AB939 Options

Funding Options		2022-23 Rates	I	2023-24 Rate Options	Increase %
1. Increase Tipping Fees					
Solid Waste	\$	64.75	\$	67.00	3.5%
AB939	\$	3,633,000	\$	3,633,000	0.0%
2. Split the Increases	_				
Solid Waste	\$	64.75	\$	66.50	2.7%
AB939	\$	3,633,000	\$	3,738,000	2.9%
3. Increase AB939 Fees					
Solid Waste	\$	64.75	\$	64.75	0.0%
AB939	\$	3,633,000	\$	4,103,000	12.9%
4. Fully Fund AB939					
Solid Waste	\$	64.75	\$	62.00	-4.2%
AB939	\$	3,633,000	\$	4,678,000	28.8%

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

(EC) Executive Committee

(sp) Strategic Plan Item

Advanced Organics

Recovery Technology

Procurement (EC)