



## AGENDA Regular Meeting

### BOARD OF DIRECTORS

**May 18, 2023 | 6:00 p.m.**

Gonzales City Council Chambers  
117 Fourth Street, Gonzales, California

This meeting will be held in-person.  
Public participation remains available virtually via Zoom.  
Meeting ID No. 831 4795 6496 | Passcode: 699378

#### 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  
County: Glenn Church, *Alt. Vice President*  
Salinas: Anthony Rocha, *President*  
Salinas: Andrew Sandoval  
Salinas: Carla Viviana Gonzalez  
Gonzales: Elizabeth Silva  
Soledad: Ben Jimenez, Jr., *Vice President*  
Greenfield: Angela Untalon  
King City: Robert S. Cullen

##### Alternate Directors

County: Luis Alejo  
Salinas: Orlando Osornio  
Gonzales: Scott Funk  
Soledad: Maria Corralejo  
Greenfield: Rachel Ortiz  
King City: Vacant

#### TRANSLATION SERVICES AND OTHER MEETING ANNOUNCEMENTS

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

Meeting ID: 831 4795 6496 | Passcode: 699378

#### APPROVAL OF AGENDA

#### GENERAL MANAGER/CAO COMMENTS

#### DEPARTMENT MANAGER COMMENTS

#### GENERAL LEGAL COUNCIL COMMENTS

#### BOARD DIRECTOR COMMENTS

#### PUBLIC COMMENT

Receive public comment from audience on items which are not on the agenda. The public may comment on scheduled agenda items as the Board considers them. Speakers are limited to three minutes at the discretion of the Chair.

#### CONSENT AGENDA:

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

1. [Minutes of the April 20, 2023 Meeting](#)
2. [March 2023 Claims and Financial Report](#)
3. [Member and Interagency Activities Report for April 2023](#)
4. [Tonnage and Diversion Report for the Quarter Ended March 31, 2023](#)

5. [A Resolution Establishing the Investment Policy](#)
6. [A Resolution Approving Amendment No. 2 to the Memorandum of Understanding \(MOU\) with the County of Monterey for Litter Abatement Services in the Amount of \\$100,000 for Fiscal Years \(FY\) 2023-24 and 2024-25](#)
7. [A Resolution Approving Amendment No 2. of the Professional Services Agreement with SGA Marketing for Media Marketing Services in an Amount of \\$100,000](#)
8. [A Resolution Authorizing the Execution of a Three-Year Professional Services Agreement with SCS Field Services in the Annual Amount of \\$287,545 to Provide Routine Environmental Control Systems Operations and Maintenance Services](#)
9. [A Resolution Awarding the Purchase of One Used 2017 310L John Deere Backhoe to United Rentals for an Amount of \\$70,306.88](#)
10. [A Resolution Awarding the Purchase of New Automatic Tarping Machines Systems to Southwestern Sales Co. for an Amount of \\$132,910](#)
11. [A Resolution Approving an Amended Agreement with George Amaral Ranches Inc. in the Amount of \\$400,000 to Provide Water Service at the Johnson Canyon Landfill](#)
12. [A Resolution Awarding the Purchase of One Used 2015 John Deere 210KEP Loader to Herc Rentals for an Amount of \\$51,396.75](#)
13. [A Resolution Awarding the Purchase of One Used 2019 Hitachi Excavator to Americ Machinery Corporation for an Amount of \\$154,998.38 for the Johnson Canyon Landfill](#)

## **PRESENTATION**

### **14. [UPDATE ON ASSEMBLY BILL 939 FEE ALLOCATIONS](#)**

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

## **FUTURE AGENDA ITEMS**

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

## **ADJOURNMENT**

### **Meeting Information**

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/83147956496?pwd=dVdEUGp6YXpOaW9VaWY0OUe3bGpDQT09>.

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: 831 4795 6496#		Passcode: 699378
To Raise your Hand press *9		To Mute and Unmute yourself press *6

Public comments may also be submitted via e-mail to the Clerk of the Board at [comment@svswa.org](mailto:comment@svswa.org). Comment must be received by 4 p.m. on Thursday, May 18, 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 Thursday, May 11, 2023. The Salinas Valley Solid Waste Authority Board will next meet in regular session on Thursday, June 15, 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](http://www.salinasvalleyrecycles.org). In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. *Se proporcionará interpretación a español.*

**MINUTES OF  
THE SALINAS VALLEY SOLID WASTE AUTHORITY  
BOARD MEETING  
APRIL 20, 2023**

117 Fourth Street, Gonzales, Ca 93926

**CALL TO ORDER**

President Rocha called the meeting to order at 6:08 p.m.

**ROLL CALL****Board Directors**

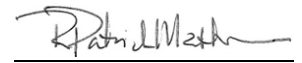
County of Monterey	Christopher M. Lopez
County of Monterey	Glenn Church, <i>Alternate Vice President</i>
City of Salinas	Anthony Rocha, <i>President</i>
City of Salinas	Andrew Sandoval
City of Salinas	Carla Viviana Gonzales
City of Gonzales	Liz Silva
City of Soledad	Ben Jimenez, <i>Vice President</i>
City of Greenfield	Angela Untalon
City of King	Robert Cullen

**Staff Member Present**

Patrick Mathews, General Manager/CAO
Cesar Zuñiga, Asst. GM/Operations Manager
Mandy Brooks, Resource Recovery Manager
Ray Hendricks, Finance and Administration Manager
Brian Kennedy, Engineering and Environmental Compliance Manager
Roy Santos, General Legal Counsel
Janna Faulk, Recycling Coordinator
Julia Brooker, Resource Recovery Technician
Sara Papineau-Brandt, Resource Recovery Technician
Rosie Ramirez, Administrative Assistant
Erika J. Trujillo, Clerk of the Board

**ITEM NO. 1**

Agenda Item



General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel  
Approval

**MEETING ANNOUNCEMENTS**

(6:09) President Rocha announced in Spanish the availability of translation services via Zoom.

**APPROVAL OF AGENDA (6:09)**

**Staff Comments:** None

**Board Discussion:** None

**Public Comment:** None

**Motion:** Director Silva made a motion to approve the agenda as presented. Director Lopez seconded the motion.

**Votes:** Motion carried 8,0

Ayes: Cullen, Gonzalez, Jimenez, Lopez, Rocha, Silva, Untalon

Noes: None

Abstain: None

Absent: Church, Sandoval

**GENERAL MANAGER/CAO COMMENTS**

(6:10) General Manager/CAO Mathews wished everyone a happy Earth Day and commented on the following:

- The article published in collaboration with Past President Lopez of the Authority successes within the last two years.
- The Request for Proposal for the South County Franchise Procurement services received five letters of intent.
- The bidders meeting that the Authority will host to provide detailed information regarding the bidding process.

#### **DEPARTMENT MANAGER COMMENTS**

(6:12) Asst. General Manager/Operations Manager Zuñiga commented on site improvements at the Jolon Road Transfer Station.

Resource Recovery Manager Brooks wished everyone a happy Earth Day and reported on the following events.

- Tire Amnesty currently underway at all of the facilities
- Amor Salinas Cleanup Event
- Natividad Creek Cleanup Event
- Mayors Cleanup Event in Soledad
- San Lucas Lockwood Community Cleanup Event
- Greenfield Community Cleanup Event

#### **GENERAL COUNCIL**

(6:13) General Counsel Santos expressed his appreciation for being back to in-person meetings.

#### **BOARD DIRECTOR COMMENTS**

(6:13) Director Lopez expressed his gratitude for the collaboration of the article. He reported on the Chualar Cleanup event that took place and expressed his appreciation to Authority staff for assistance during the cleanup.

#### **PUBLIC COMMENT**

(6:18) None

#### **CONSENT AGENDA (6:19)**

- 1A. Minutes of the March 16, 2023 Special Meeting
- 1B. Minutes of the March 16, 2023 Meeting
2. February 2023 Claims and Financial Report
3. Member and Interagency Activities Report for March 2023
4. Tonnage and Diversion Report for the Quarter Ended March 31, 2023
5. Resolution No. 2023-18 Awarding the Purchase of One Used 2017 International Durastar 4300 Dump Truck to Sean Musgrove for an Amount of \$77,000
- 6A. Resolution No. 2023-19 Approving Annual Expenditures in an Amount of \$70,000 with Amcon Environmental for Landfill Alternative Daily Cover Supplies for Fiscal Year 2023-24
- 6B. Resolution No. 2023-20 Approving Annual Expenditures in an Amount of \$70,000 with Arroyo Construction for Facility Maintenance and Improvements Services for Fiscal Year 2023-24
- 6C. Resolution No. 2023-21 Approving Annual Expenditures in an Amount of \$60,000 Cutting Edge Supply for Equipment Maintenance Services for Fiscal Years 2023-24
- 6D. Resolution No. 2023-22 Approving Annual Expenditures in an Amount of \$60,000 with Don Chapin Company for Facility Maintenance and Improvements Services for Fiscal Year 2023-24

- ~~6E. A Resolution Approving Annual Expenditures in an Amount of \$65,000 with Full Steam Staffing for Staffing Support Services for Fiscal Year 2023-24~~
- 6F. Resolution No. 24 Approving Annual Expenditures in an Amount of \$55,000 with EC Tire for Equipment Maintenance Services for Fiscal Year 2023-24
- 6G. Resolution No. 25 Approving Annual Expenditures in an Amount of \$150,000 with Golden State Truck and Trailer Repair to Supply Equipment Maintenance Parts and Services for Fiscal Year 2023-24
- 6H. Resolution No. 26 Approving Annual Expenditures in and Amount of \$50,000 with Green Rubber-Kennedy Ag to Supply Facility Maintenance parts and Services for Fiscal Year 2023-24
- 6I. Resolution No. 27 Approving Annual Expenditures in and Amount of \$60,000 with Home Depot to Supply Facility Maintenance Supplies and Services for Fiscal Year 2023-24
- 6J. Resolution No. 28 Approving Annual Expenditures in an Amount of \$90,000 with Infinity Staffing for Staffing Support Services for Fiscal Year 2023-24
- 6K. Resolution No. 29 Approving Annual Expenditures in and Amount of \$275,000 with Quinn Caterpillar of Salinas to Supply Equipment Maintenance Parts and Services for Fiscal Year 2023-24
- 6L. Resolution No. 30 Approving Annual Expenditures in an Amount of \$60,000 with Rossi Tire for Equipment Maintenance Services for Fiscal Year 2023-24
- 6M. Resolution No. 31 Approving Annual Expenditures in an Amount of \$60,000 with San Lorenzo Lumber to Supply Facility Maintenance Supplies and Services for Fiscal Year 2023-24
- 6N. Resolution No. 32 Approving Annual Expenditures in an Amount of \$100,000 with SC Fuels to Supply Equipment Maintenance Supplies and Services for Fiscal Year 2023-24
- 6O. Resolution No. 33 Approving Annual Expenditures in an Amount of \$850,000 with Southern Counties Lubricants for Fuel Delivery Services for Fiscal Year 2023-24
- 6P. Resolution No. 34 Approving Annual Expenditures in an Amount of \$100,000 with Valerio's Welding for Equipment Maintenance Services for Fiscal Year 2023-24
- 6Q. Resolution No. 35 Approving Annual Expenditures in an Amount of \$65,000 with West Coast Rubber Recycling for tire Recycling Services for Fiscal Year 2023-24

**Public Comment:** None

**Board Discussion:** None

**Motion:** Director Gonzalez made a motion to approve the consent items numbered one through six D, and six F through six Q. Director Sandoval seconded the motion.

**Votes:** Motion carried 9,0

Ayes: Church, Cullen, Gonzalez, Jimenez, Lopez, Rocha, Sandoval, Silva, Untalon

Noes: None

Abstain: None

Absent: None

**6E. RESOLUTION 2023-23 APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$65,000 WITH FULL STEAM STAFFING FOR STAFFING SUPPORT SERVICES FOR FISCAL YEAR 2023-24**

(6:20) President Rocha inquired about the communication with the labor negotiation units regarding this item. As well as, whether this resolution is consistent with the labor agreements of the Agency.

**Board Discussion:** None

**General Legal Counsel:** Mr. Santos indicated the labor negotiation units are aware and this resolution is consistent with the labor agreements.

**Public Comment:** None

**Motion:** Director Sandoval made a motion to adopt resolution number 2023-23. Director Gonzalez seconded the motion.

**Votes:** Motion carried 9,0

Ayes: Church, Cullen, Gonzalez, Jimenez, Lopez, Rocha, Sandoval, Silva, Untalon

Noes: None

Abstain: None

Absent: None

## **PRESENTATION**

### **7. RECYCLING RECOGNITION**

(6:23) Resource Recovery Technician Papineau-Brandt presented the Great Steward Award to Creekside Elementary School. Creekside Elementary School successfully formed a Green Team, implemented comprehensive programs for Composting, Reducing, Reusing, and Recycling throughout the entire school.

**Public Comment:** None

**Board Discussion:** The Board commended the school staff for their work, dedication, and accomplishments.

**Motion:** None; Information Only

### **8. UPDATE ON SB 1383 IMPLEMENTATION FOR MULTI-FAMILY PROPERTIES**

(6:37) Resource Recovery Technician Brooker provided an update on SB 1383 that establishes statewide targets to reduce the amount of organic waste disposed in landfills. Programs for single-family dwellings, businesses, and organizations have already rolled out. Multi-Family properties are the final group of implementations to tackle. The strategy to work with this group began with education, outreach, and a pilot program with CHISPA & MCHA Properties across the Salinas Valley. The next steps will be to target easy adopters by hosting virtual events for all property managers, owners, jurisdictions, and waste haulers to explain what SB 1383 requires and what the responsibilities are for each entity.

**Public Comment:** None

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

**Motion:** None; Information Only

## **FUTURE AGENDA ITEMS**

### **9. AGENDA ITEM – VIEW AHEAD SCHEDULE**

(7:03) The Board reviewed the future agenda items.

## **ADJOURNED**

(7:05) President Rocha adjourned the meeting.

APPROVED: \_\_\_\_\_  
Anthony Rocha, President

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





## Report to the Board of Directors

### ITEM NO. 2

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Counsel

**Date:** May 18, 2023

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

**Title:** March 2023 Claims and Financial Reports

### RECOMMENDATIONS

Staff and the Executive Committee recommend acceptance of the March 2023 Claims and Financial Reports.

### DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of March for a summary of the Authority's financial position as of March 31, 2023. The following are highlights of the Authority's financial activity for the month of March.

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

For the month of March 2023, operating revenues exceeded expenditures by \$1,370,969.

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

	March Budget	March Actual	Over/(Under)	
Tipping Fees - Solid Waste	1,028,720	1,155,857	127,137	12.4%
Tipping Fees - Diverted Materials	297,670	236,895	(60,775)	-20.4%
Other Revenues	683,209	990,680	307,471	45.0%
Total Revenue	<u>2,009,599</u>	<u>2,383,432</u>	<u>373,833</u>	18.6%

Solid Waste revenues for March were \$127,137 or 12.4% over budgeted amounts. Diverted Material revenues for March were \$60,775 or 20.4% under budgeted amounts. March total revenue was \$373,833 or 18.6% over budgeted amounts.

	Y-T-D Budget	Y-T-D Actual	Over/(Under)	
Tipping Fees - Solid Waste	10,026,130	10,819,426	793,296	7.9%
Tipping Fees - Diverted Materials	2,402,141	2,279,194	(122,947)	-5.1%
Other Revenues	5,194,665	5,521,396	326,731	6.3%
Total Revenue	<u>17,622,936</u>	<u>18,620,016</u>	<u>997,080</u>	5.7%

Solid Waste revenues year to date as of March were \$793,296 or 7.9% over budgeted amounts. Diverted Material revenues year to date as of March were \$122,947 or 5.1% under budgeted amounts. Year to date total revenue as of March was \$997,080 or 5.7% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of March 31, 2023 (75% of the fiscal year), year-to-date operating expenditures totaled \$15,024,007. This is 70.0% of the operating budget of \$21,450,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of March 2023, capital project expenditures totaled \$88,564. \$42,288 was for the JR Transfer Station Improvements. \$18,465 was for the CH Postclosure Maintenance.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of March 2023 is attached for review and acceptance. March disbursements total \$1,116,143.51, of which \$577,557.55 was paid from the payroll checking account for payroll and payroll related benefits.

Following is a list of vendors paid more than \$50,000 during the month of March 2023.

Vendor	Services	Amount
Vision Recycling	Monthly Greenwaste Processing	\$82,238.29

Cash Balances

The Authority's cash position increased \$843,38.14 during March to \$34,607,944.30. 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 March. 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	5,020,408.34
Restricted for Pension Liabilities (115 Trust)	389,869.38
State & Federal Grants	320,266.20
BNY - Bond 2022A Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	95,348.04
Employee Unreimbursed Medical Claims	5,217.49

Committed by Board Policy:

AB939 Services	(18,627.16)
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)	4,804,512.78

Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	962,455.98
Lewis Road Post Closure	264,314.81
Jolon Road Post Closure	165,668.84
Johnson Canyon Post Closure	2,376,989.94
Capital Improvement Projects	11,513,608.43

Available for Operations: (570,213.20)

Total	<u><u>34,607,944.30</u></u>
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ATTACHMENTS

1. March 2023 Consolidated Statement of Revenues and Expenditures
2. March 2023 Consolidated Grant and CIP Expenditures Report
3. March 2023 Checks Issued Report

**Salinas Valley Solid Waste Authority**  
**Consolidated Statement of Revenues and Expenditure**  
**For Period Ending March 31, 2023**

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b><u>Revenue Summary</u></b>							
Tipping Fees - Solid Waste	13,532,700	1,155,857	10,819,426	80.0 %	2,713,274	0	2,713,274
Tipping Fees - Diverted Materials	3,287,200	236,895	2,279,194	69.3 %	1,008,006	0	1,008,006
AB939 Service Fee	3,633,000	302,750	2,724,750	75.0 %	908,250	0	908,250
Charges for Services	2,522,000	222,275	2,008,313	79.6 %	513,687	0	513,687
Sales of Materials	200,000	32,918	161,598	80.8 %	38,402	0	38,402
Gas Royalties	290,000	90,228	240,499	82.9 %	49,501	0	49,501
Investment Earnings	300,000	342,509	386,236	128.7 %	(86,236)	0	(86,236)
Total Revenue	23,764,900	2,383,432	18,620,015	78.4 %	5,144,885	0	5,144,885
<b><u>Expense Summary</u></b>							
Executive Administration	543,000	40,468	344,882	63.5 %	198,118	10,259	187,859
Administrative Support	472,700	47,073	318,675	67.4 %	154,025	4,917	149,108
Human Resources Administration	293,800	19,066	172,502	58.7 %	121,298	1,060	120,238
Clerk of the Board	217,000	12,193	134,551	62.0 %	82,449	20	82,429
Finance Administration	966,400	67,948	623,870	64.6 %	342,530	6,673	335,857
Operations Administration	652,700	41,526	418,420	64.1 %	234,280	887	233,393
Resource Recovery	1,275,000	84,108	855,841	67.1 %	419,159	1,593	417,565
Marketing	75,600	1,000	7,228	9.6 %	68,372	67,500	872
Public Education	273,400	15,765	162,381	59.4 %	111,019	47,788	63,232
Household Hazardous Waste	774,900	41,278	447,571	57.8 %	327,329	53,358	273,971
C & D Diversion	215,000	1,370	25,575	11.9 %	189,425	0	189,425
Organics Diversion	2,243,800	4,282	1,124,288	50.1 %	1,119,512	845,323	274,189
Diversion Services	40,000	1,551	24,673	61.7 %	15,327	4,449	10,878
JR Transfer Station	760,400	59,103	518,983	68.3 %	241,417	15,186	226,232
JR Recycling Operations	185,500	11,088	119,310	64.3 %	66,190	0	66,190
SS Disposal Operations	166,200	0	166,122	100.0 %	78	0	78

**Salinas Valley Solid Waste Authority**  
**Consolidated Statement of Revenues and Expenditure**  
**For Period Ending March 31, 2023**

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
SS Transfer Operations	164,800	0	164,768	100.0 %	32	0	32
SS Recycling Operations	116,200	0	116,155	100.0 %	45	0	45
ML Transportation Operations	1,835,500	126,771	1,324,853	72.2 %	510,647	46,321	464,325
ML Recycling Operations	568,100	42,539	378,943	66.7 %	189,157	34,299	154,858
JC Landfill Operations	3,743,500	210,097	2,541,160	67.9 %	1,202,340	358,525	843,815
JC Recycling Operations	636,800	40,000	376,103	59.1 %	260,697	19,624	241,073
Johnson Canyon ECS	531,900	27,858	312,978	58.8 %	218,922	61,039	157,882
Sun Street ECS	203,100	1,132	153,434	75.5 %	49,666	1,042	48,623
Debt Service - Interest	415,300	0	395,874	95.3 %	19,426	0	19,426
Debt Service - Principal	2,700,000	0	2,700,000	100.0 %	0	0	0
Closure/Post Closure Set-Aside	334,400	28,181	265,423	79.4 %	68,977	0	68,977
Cell Construction Set-Aside	1,045,000	88,064	829,446	79.4 %	215,554	0	215,554
Total Expense	21,450,000	1,012,462	15,024,007	70.0 %	6,425,993	1,579,865	4,846,128
Revenue Over/(Under) Expenses	2,314,900	1,370,969	3,596,008	155.3 %	(1,281,108)	(1,579,865)	298,757

# Salinas Valley Solid Waste Authority

## Consolidated CIP Expenditure Report

For Period Ending March 31, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b><u>Fund 131 - Crazy Horse Post-Closure Fund</u></b>							
131 9316 CH Corrective Action Program	253,000	0	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	18,465	355,520	38.7 %	562,564	65,375	497,188
<b>Total Fund 131 - Crazy Horse Post-Closure</b>	<b>1,317,584</b>	<b>18,465</b>	<b>355,520</b>	<b>27.0 %</b>	<b>962,064</b>	<b>65,375</b>	<b>896,688</b>
<b><u>Fund 141 - Lewis Road Post-Closure Fund</u></b>							
141 9402 LR LFG Well Replacement	65,000	0	0	0.0 %	65,000	0	65,000
141 9403 LR Postclosure Maintenance	375,990	7,354	176,381	46.9 %	199,609	23,543	176,066
<b>Total Fund 141 - Lewis Road Post-Closure F</b>	<b>440,990</b>	<b>7,354</b>	<b>176,381</b>	<b>40.0 %</b>	<b>264,609</b>	<b>23,543</b>	<b>241,066</b>
<b><u>Fund 161 - Jolon Road Post-Closure Fund</u></b>							
161 9604 JR Postclosure Maintenance	398,915	1,767	233,246	58.5 %	165,669	7,634	158,035
<b>Total Fund 161 - Jolon Road Post-Closure F</b>	<b>398,915</b>	<b>1,767</b>	<b>233,246</b>	<b>58.5 %</b>	<b>165,669</b>	<b>7,634</b>	<b>158,035</b>
<b><u>Fund 211 - Grants</u></b>							
211 9228 Tire Amnesty 2021-22	38,482	0	12,895	33.5 %	25,587	261	25,326
211 9230 SB1383 Local Assistance Grant Pro	332,235	0	842	0.3 %	331,393	0	331,393
211 9258 Cal Recycle - 2020-21 CCPP	3,259	0	3,259	100.0 %	0	0	0
211 9261 Cal Recycle - 2021-22 CCPP	21,393	4,150	15,698	73.4 %	5,695	0	5,695
<b>Total Fund 211 - Grants</b>	<b>395,369</b>	<b>4,150</b>	<b>32,693</b>	<b>8.3 %</b>	<b>362,676</b>	<b>261</b>	<b>362,414</b>
<b><u>Fund 800 - Capital Improvement Projects Fu</u></b>							
800 9101 Equipment Replacement	0	0	0	0.0 %	0	0	0
800 9105 Concrete Grinding	29,614	0	0	0.0 %	29,614	0	29,614
800 9107 Scale House Software Upgrade	100,000	0	26,276	26.3 %	73,724	44,958	28,766
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	4,336	342,231	97.8 %	7,769	4,800	2,969
800 9214 Organics Program 2016-17	735,733	0	0	0.0 %	735,733	0	735,733

# Salinas Valley Solid Waste Authority

## Consolidated CIP Expenditure Report

For Period Ending March 31, 2023

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9222 Community-Based Social Marketing	50,000	0	50,000	100.0 %	0	0	0
800 9223 Outdoor Education Center	56,963	9,923	42,616	74.8 %	14,347	0	14,347
800 9501 JC LFG System Improvements	188,268	0	55,091	29.3 %	133,177	0	133,177
800 9505 JC Partial Closure	140,846	0	19,246	13.7 %	121,600	2,409	119,191
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	40,320	209,750
800 9509 JC Groundwater Well	400,000	0	0	0.0 %	400,000	400,000	0
800 9526 JC Equipment Replacement	2,016,025	0	62,603	3.1 %	1,953,422	0	1,953,422
800 9527 JC Module Engineering and Constr	2,113,797	0	101,282	4.8 %	2,012,515	702	2,011,813
800 9528 Roadway Improvements	400,049	0	0	0.0 %	400,049	0	400,049
800 9601 JR Transfer Station Improvements	882,138	42,288	63,293	7.2 %	818,845	434,800	384,046
800 9602 JR Equipment Purchase	360,000	0	182,539	50.7 %	177,461	175,970	1,491
800 9603 JR Well Replacement	235,622	0	0	0.0 %	235,622	0	235,622
800 9701 MLTS Equipment Replacement	303,100	0	303,045	100.0 %	55	0	55
800 9703 SSTs Improvements and Cleanup	160,934	281	2,593	1.6 %	158,341	0	158,341
<b>Total Fund 800 - Capital Improvement Proje</b>	<b>11,912,300</b>	<b>56,828</b>	<b>1,287,031</b>	<b>10.8 %</b>	<b>10,625,269</b>	<b>1,103,959</b>	<b>9,521,309</b>
<b>Total CIP Expenditures</b>	<b>14,465,157</b>	<b>88,564</b>	<b>2,084,871</b>	<b>14.4 %</b>	<b>12,380,286</b>	<b>1,200,773</b>	<b>11,179,513</b>

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
30777	A-7 AUSTIN, LTD AP Checks	3/2/2023	280.97	280.97
30778	ADMANOR, INC CCRMC Monthly Media & Marketing Service	3/2/2023	12,798.36	12,798.36
30779	ALESHIRE & WYNDER, LLP Legal Services Credit Monthly Legal Services	3/2/2023	(70.20) 8,460.60	8,390.40
30780	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	3/2/2023	245.00	245.00
30781	AT&T SERVICES INC Monthly Telephone Service	3/2/2023	399.56	399.56
30782	BANK OF NEW YORK Finance Bank Service Fee	3/2/2023	105.00	105.00
30783	BRIAN KENNEDY 2023 SWANA SOAR PER DIEM	3/2/2023	348.00	348.00
30784	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS Training Registration	3/2/2023	350.00	350.00
30785	CALIFORNIA WATER SERVICE All Sites Water Services	3/2/2023	570.25	570.25
30786	CLARK PEST CONTROL, INC Exterminator Services	3/2/2023	115.00	115.00
30787	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	3/2/2023	231.27	231.27
30788	COASTAL TRACTOR JC Equipment Maintenance	3/2/2023	248.63	248.63
30789	CSC OF SALINAS/YUMA JR Equipment Maintenance	3/2/2023	88.22	88.22
30790	DOUGLAS NOLAN School Assembly Program	3/2/2023	1,250.00	1,250.00
30791	EAST BAY TIRE CO. JC Equipment Maintenance	3/2/2023	653.76	653.76
30792	ERNEST BELL D. JR All Sites Janitorial Services	3/2/2023	2,400.00	2,400.00
30793	FEDEX Ops Adm Overnight Shipments	3/2/2023	55.41	55.41
30794	FLEETMATICS, USA HOLDINGS, INC. All Sites Vehicle Maintenance	3/2/2023	120.24	120.24



**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
30795	GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance ML Vehicle Maintenance	3/2/2023	1,141.15 794.55	1,935.70
30796	GONZALES ACE HARDWARE All Sites Facility Maintenance Supplies	3/2/2023	145.19	145.19
30797	GRAINGER All Sites Facility Maintenance Supplies	3/2/2023	3,306.95	3,306.95
30798	GRANITE ROCK CO/PAVEX JR Improvement Supplies	3/2/2023	74.29	74.29
30799	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	3/2/2023	60.24	60.24
30800	HYDROTURF, INC JC Maintenance Supplies	3/2/2023	2,285.64	2,285.64
30801	ISCO INDUSTRIES INC JC Maintenance Supplies	3/2/2023	2,805.70	2,805.70
30802	JT HOSE & FITTINGS JC Equipment Maintenance	3/2/2023	829.15	829.15
30803	LIEBERT CASSIDY WHITMORE HR Legal Services	3/2/2023	2,100.00	2,100.00
30804	MISSION LINEN SUPPLY All Sites Uniform Services	3/2/2023	371.75	371.75
30805	MONTEREY COUNTY TREASURER/TAX COLLECTOR Annual Property Taxes	3/2/2023	37,112.33	37,112.33
30806	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	3/2/2023	1,370.44	1,370.44
30807	ONE STOP AUTO CARE/V & S AUTO CARE, INC RR Vehicle Maintenance	3/2/2023	30.00	30.00
30808	O'REILLY AUTOMOTIVE STORES, INC. JC Equipment Maintenance	3/2/2023	105.85	105.85
30809	PROBUILD COMPANY LLC 126 Office Equipment 126 Office Equipment Adm Office Equipment	3/2/2023	214.11 1,533.94 71.73	1,819.78
30810	QUINN COMPANY All Sites Equipment & Vehicle Maintenance	3/2/2023	2,428.92	2,428.92
30811	R.D. OFFUTT COMPANY ML Vehicle Maintenance	3/2/2023	145.16	145.16

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
30812	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY JR Improvement Supplies	3/2/2023	1,528.86	1,528.86
30813	SCALES UNLIMITED HHW Facility Maintenance	3/2/2023	643.00	643.00
30814	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA SOAR CONFERENCE	3/2/2023	999.00	999.00
30815	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	3/2/2023	12,603.55	12,603.55
30816	TELCO BUSINESS SOLUTIONS Monthly Network Support	3/2/2023	649.88	649.88
30817	The EcoHero Show LLC School Assembly Program	3/2/2023	6,600.00	6,600.00
30818	TOYOTA MATERIAL HANDLING HHW Equipment Maintenance	3/2/2023	1,215.78	1,215.78
30819	US BANK CORPORATE PAYMENT SYSTEM AGA: Conference Registration Amazon: 126 Sun St Supplies Amazon: Admin Office Supplies Amazon: Prime CM Amazon: Ops Admin Supplies Hertz: CSDA Special District Leadership Ubiquiti: Finance Network Supplies Smart & Final: Admin Office Supplies Experian: Credit Reports Winchell's: EE Appreciation Amazon: Ops Admin Vehicle Supplies Delta Air: SWANA SOAR Conference United: CSDA Special District Leadership Delta Air: SWANA SOAR Conference Green Transport: JC Equipment Repairs Amazon: JC Office Supplies Amazon: JC Safety Supplies Amazon: JC Safety Supplies Intermedia: Email Exchange AT&T: JC Internet Service Home Depot: RR Supplies Harbor Freight: JC Safety Supplies Amazon: Admin Office Supplies Holiday Inn: USCC Conference Holiday Inn: USCC Conference OfficeMax / Depot: RR Supplies Mountain Mike's Pizza: EE Appreciation Smart & Final: Admin EE Appreciation AGA: Annual Membership Ubiquiti: Network Switches Intermedia: Email Exchange Zoom: Online Meetings San Jose Airport: USCC Compost Conference	3/2/2023	925.00 207.55 52.82 (16.15) 52.74 171.99 340.46 280.71 99.90 27.98 39.31 732.80 197.80 892.10 550.00 917.67 133.10 69.28 428.06 70.00 38.13 215.73 88.56 509.34 339.56 31.66 116.84 43.57 105.00 2,415.49 12.34 146.96 54.00	

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
	US Postal Service: HR Postage		12.90	
	Amazon: JC Supplies		16.38	
	Amazon: JC Department Supplies		149.77	
	Amazon: JC Department Supplies		246.75	
	SWANA: Traffic Control Training		49.00	
	CA Special District: Leadership Conference		675.00	
	Cubicle Keys: Admin Supplies		11.65	
	Parts Geek: JC Vehicle Supplies		150.13	
	ADA Sign Depot: 126 Sun Supplies		129.25	
	Amazon: JC Safety Supplies		161.46	
	Guardian Angel: Ops Admin Safety Supplies		229.97	
	SafetyEquip: Ops Admin Supplies		52.53	
	Amazon: Admin Office Equipment		27.30	
	Amazon: 126 Sun St. Supplies		745.87	
	Truck Paper: Ops Admin Ad		585.00	
	Captus Press: MOLO Testing		250.00	
	Captus Press: MOLO Testing		250.00	
	Amazon: JC Vehicle Supplies		116.78	
	Yellow Cab: USCC Conference		18.00	
	Amazon: Ops Admin Supplies		129.27	
	Lowes: RR Department Supplies		24.90	
	Amazon: 126 Sun Supplies		12.01	
				14,334.22
30820	**Void**	3/2/2023	-	-
30821	**Void**	3/2/2023	-	-
30822	**Void**	3/2/2023	-	-
30823	**Void**	3/2/2023	-	-
30824	**Void**	3/2/2023	-	-
30825	**Void**	3/2/2023	-	-
30826	VALERIO VARELA JR JR Facility Maintenance	3/2/2023	1,000.00	1,000.00
30827	HOME DEPOT All Sites Facility Maintenance Supplies	3/2/2023	6,429.93	6,429.93
30828	**Void**	3/2/2023	-	-
30829	**Void**	3/2/2023	-	-

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
30830	AGRI-FRAME, INC JR Vehicle Maintenance	3/9/2023	554.04	554.04
30831	ASSOCIATED REBAR, INC. All Sites Facility Maintenance Supplies	3/9/2023	9,300.08	9,300.08
30832	ATLAS ORGANICS CU11, LLC Organics Processing	3/9/2023	3,657.75	3,657.75
30833	CALIFORNIA LIVE FLOORS, INC, ML Vehicle Maintenance	3/9/2023	6,301.10	6,301.10
30834	CESAR ZUÑIGA SWANA SOAR CONFERENCE	3/9/2023	295.00	295.00
30835	COAST COUNTIES TRUCK & EQUIPMENT CO. JR Vehicle Maintenance	3/9/2023	621.04	621.04
30836	CUTTING EDGE SUPPLY JC Equipment Maintenance	3/9/2023	555.43	555.43
30837	DON CHAPIN INC JR Improvement Supplies	3/9/2023	29,981.50	29,981.50
30838	F.A.S.T. SERVICES Clerk Interpreting Services	3/9/2023	180.00	180.00
30839	FERGUSON ENTERPRISES INC #795 CH Facility Maintenance	3/9/2023	49.80	49.80
30840	FRESNO OXYGEN JC Equipment Maintenance	3/9/2023	58.01	58.01
30841	GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance Supplies	3/9/2023	1,455.09	1,455.09
30842	GONZALES ACE HARDWARE JC Equipment Maintenance Supplies	3/9/2023	364.88	364.88
30843	GRAINGER JC & LR Facility Maintenance Supplies	3/9/2023	435.74	435.74
30844	GREEN RUBBER - KENNEDY AG, LP CH Facility Maintenance	3/9/2023	244.55	244.55
30845	GREEN VALLEY INDUSTRIAL SUPPLY, INC JR Vehicle Maintenance	3/9/2023	76.82	76.82
30846	ICONIX WATERWORK (US) INC. JC Org Facility Supplies	3/9/2023	455.41	455.41
30847	KING CITY HARDWARE INC. JR Facility Maintenance	3/9/2023	37.99	37.99

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
30848	MISSION LINEN SUPPLY All Sites Uniform Services	3/9/2023	436.04	436.04
30849	MONTEREY COUNTY TREASURER/TAX COLLECTOR Annual Property Taxes	3/9/2023	28.23	28.23
30850	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY 128 SS Common Area Maintenance	3/9/2023	337.92	337.92
30851	NEU-SCAPES, INC. 128 SS Common Area Maintenance	3/9/2023	550.00	550.00
30852	ONE STOP AUTO CARE/V & S AUTO CARE, INC Ops Adm Vehicle Maintenance	3/9/2023	102.87	102.87
30853	PENINSULA MESSENGER LLC All Sites Courier Service	3/9/2023	1,084.00	1,084.00
30854	PRICILLIA RODRIGUEZ JR Hauling Services	3/9/2023	2,312.16	2,312.16
30855	PROBUILD COMPANY LLC All Sites Office Supplies	3/9/2023	468.52	468.52
30856	PURE WATER BOTTLING Adm Water Service	3/9/2023	69.50	69.50
30857	QUINN COMPANY All Sites Equipment & Vehicle Maintenance	3/9/2023	6,199.78	6,199.78
30858	REPUBLIC SERVICES #471 Adm. Bldg. Monthly Trash	3/9/2023	89.08	89.08
30859	SALINAS FALSE ALARM REDUCTION PROGRAM SS Building Alarm Service	3/9/2023	178.50	178.50
30860	SALINAS NEWSPAPERS, INC. Notice Of Public Hearing	3/9/2023	209.74	209.74
30861	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	3/9/2023	250.00	250.00
30862	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA SOAR Registration	3/9/2023	999.00	999.00
30863	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	3/9/2023	16,380.48	16,380.48
30864	Southern Counties Oil Co., a CA Limited Partnership JC & JR Contract Labor	3/9/2023	5,706.97	5,706.97
30865	STERICYCLE, INC Adm Shredding Services	3/9/2023	113.49	113.49

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
30866	THE DON CHAPIN COMPANY, INC. ML Portable Toilet	3/9/2023	443.85	443.85
30867	TIMOTHY G. SCARPA 126 SS Lobby Roll Up Gate	3/9/2023	3,700.00	3,700.00
30868	VALERIO VARELA JR All Sites Facility Maintenance Supplies	3/9/2023	1,375.00	1,375.00
30869	VALLEY FABRICATION, INC. CH Facility Maintenance	3/9/2023	545.92	545.92
30870	VISION RECYCLING INC Monthly Organics Processing	3/9/2023	82,238.29	82,238.29
30871	WESTERN EXTERMINATOR COMPANY Adm Exterminator Service	3/9/2023	169.55	169.55
30872	ADMANOR, INC CCRMC Monthly Media & Marketing Service	3/16/2023	10,219.00	10,219.00
30873	A & G PUMPING, INC JR Portable Toilet	3/16/2023	245.75	245.75
30874	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	3/16/2023	849.63	849.63
30875	County of Alameda CA Conference on Illegal Dumping	3/16/2023	60.24	60.24
30876	EDUARDO ARROYO 126 Sun Street Offices	3/16/2023	3,300.00	3,300.00
30877	FEDEX Ops Adm Overnight Shipments	3/16/2023	20.40	20.40
30878	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	3/16/2023	1,375.10	1,375.10
30879	GONZALES ACE HARDWARE JC Facility Maintenance	3/16/2023	218.85	218.85
30880	GONZALES IRRIGATION SYSTEMS, INC. JC Equipment Maintenance	3/16/2023	61.79	61.79
30881	GONZALES TIRE & AUTO SUPPLY All Sites Facility Maintenance Supplies	3/16/2023	2,266.46	2,266.46
30882	GRAINGER JC Org Facility Maintenance	3/16/2023	192.26	192.26
30883	GREEN RUBBER - KENNEDY AG, LP JR Equipment Maintenance	3/16/2023	86.92	86.92

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
30884	GUARDIAN SAFETY AND SUPPLY, LLC HHW Safety Supplies	3/16/2023	86.65	86.65
30885	GUERITO JC Portable Toilet	3/16/2023	1,072.00	1,072.00
30886	HERC RENTALS INC. JR Equipment Rental	3/16/2023	1,142.80	1,142.80
30887	INFINITY STAFFING SERVICES, INC. JC & JR Contract Labor	3/16/2023	2,113.45	2,113.45
30888	JT HOSE & FITTINGS All Sites Equipment & Vehicle Maintenance	3/16/2023	311.28	311.28
30889	LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement	3/16/2023	650.00	650.00
30890	Maestro Health FSA Service Fee	3/16/2023	150.00	150.00
30891	MANDY BROOKS RR Staff Lunch Meeting	3/16/2023	181.33	181.33
30892	MISSION LINEN SUPPLY All Sites Uniform Services	3/16/2023	200.67	200.67
30893	MONTEREY BAY AQUARIUM FOUNDATION Sponsorship - Community Based Social Marketing	3/16/2023	1,000.00	1,000.00
30894	MONTEREY COUNTY OFFICE OF EDUCATION Refund Credit Balance to Customer	3/16/2023	119.09	119.09
30895	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS Monthly Sewer	3/16/2023	56.32	56.32
30896	NEU-SCAPES, INC. Jardin El Sol Maintenance	3/16/2023	200.00	200.00
30897	PURE WATER BOTTLING All Sites Water Services	3/16/2023	278.45	278.45
30898	QUINN COMPANY JC Equipment Maintenance	3/16/2023	212.70	212.70
30899	SAFETEQUIP JC Safety Supplies	3/16/2023	1,143.50	1,143.50
30900	SALINAS FALSE ALARM REDUCTION PROGRAM 128 Bldg. Alarm Service	3/16/2023	1,024.75	1,024.75
30901	SCS FIELD SERVICES All Sites Routine Engineering Services	3/16/2023	21,295.00	21,295.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
30902	SOLEDAD MISSION CHAMBER OF COMMERCE 2023 Billboard Lease 2023 Chamber Membership	3/16/2023	2,250.00 1,232.50	3,482.50
30903	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	3/16/2023	9,414.24	9,414.24
30904	SPECIALTY DISTRIBUTORS INC. JC Facility Maintenance	3/16/2023	951.48	951.48
30905	VALLEY FABRICATION, INC. JR Vehicle & Facility Maintenance	3/16/2023	1,498.75	1,498.75
30906	Vix Floor Covering Refund Credit Balance to Customer	3/16/2023	79.52	79.52
30907	Whitaker Construction Group Refund Credit Balance to Customer	3/16/2023	219.69	219.69
30908	ZORO Adm Office Equipment Supplies	3/16/2023	329.72	329.72
30909	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	3/23/2023	95.00	95.00
30910	AT&T SERVICES INC HHW Telephone Services	3/23/2023	74.57	74.57
30911	BLUE STRIKE ENVIRONMENTAL Special Event Recycling	3/23/2023	3,427.00	3,427.00
30912	BRYAN EQUIPMENT JC Equipment Maintenance	3/23/2023	86.60	86.60
30913	CALIFORNIA WATER SERVICE JR & SS Water Service	3/23/2023	354.93	354.93
30914	CENTRAL COAST RECYCLING MEDIA COALITION CCRMC Contribution	3/23/2023	13,500.00	13,500.00
30915	CITY OF GONZALES JC Water Service Monthly Hosting Fees	3/23/2023	20.88 20,833.33	20,854.21
30916	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	3/23/2023	20.73	20.73
30917	COMCAST Monthly Internet Service	3/23/2023	578.70	578.70
30918	COMMERCIAL TRUCK COMPANY ML Vehicle Maintenance	3/23/2023	170.33	170.33



**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
30919	EDGES ELECTRICAL GROUP, LLC 126 SS Supplies	3/23/2023	6,755.37	6,755.37
30920	Elevator Service Co. of Central California Inc. Common Area Maintenance	3/23/2023	190.00	190.00
30921	ENDEAVOR MORE INC. JC Equipment Maintenance	3/23/2023	515.45	515.45
30922	ERNESTO NATERA Adm Retreat Meeting Supplies	3/23/2023	211.35	211.35
30923	FIRST ALARM SS Alarm Services	3/23/2023	174.30	174.30
30924	FLEETMATICS, USA HOLDINGS, INC. JR Vehicle Maintenance	3/23/2023	35.00	35.00
30925	FRESNO OXYGEN JC Equipment Maintenance	3/23/2023	94.65	94.65
30926	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	3/23/2023	464.71	464.71
30927	GONZALES ACE HARDWARE All Sites Facility Maintenance Supplies	3/23/2023	416.17	416.17
30928	GRAINGER HHW Safety Supplies	3/23/2023	707.78	707.78
30929	GRANITE CONSTRUCTION COMPANY JC Facility Maintenance	3/23/2023	4,359.31	4,359.31
30930	GREEN RUBBER - KENNEDY AG, LP All Sites Facility Maintenance Supplies	3/23/2023	12,646.67	12,646.67
30931	GUARDIAN SAFETY AND SUPPLY, LLC All Sites Safety Supplies	3/23/2023	1,116.11	1,116.11
30932	INFINITY STAFFING SERVICES, INC. JC & JR Contract Labor	3/23/2023	6,051.93	6,051.93
30933	JANNA FAULK Office Chairs	3/23/2023	375.00	375.00
30934	JT HOSE & FITTINGS JC Equipment Maintenance	3/23/2023	133.56	133.56
30935	KING CITY HARDWARE INC. JR Facility Maintenance	3/23/2023	91.48	91.48
30936	MISSION LINEN SUPPLY All Sites Uniforms	3/23/2023	138.20	138.20

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**


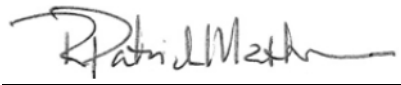
Check #	Name	Check Date	Amount	Check Total
30937	MONTEREY AUTO SUPPLY INC ML Equipment Maintenance	3/23/2023	60.08	60.08
30938	MONTEREY COUNTY SHERIFF'S OFFICE JC Alarm Services	3/23/2023	88.00	88.00
30939	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	3/23/2023	132.49	132.49
30940	ONSITE ELECTRONICS RECYCLING, LLC E-Waste Hauling and Recycling Services	3/23/2023	147.53	147.53
30941	PIE RANCH Retreat Deposit - RR	3/23/2023	560.00	560.00
30942	PROBUILD COMPANY LLC 126 Office Supplies	3/23/2023	228.04	228.04
30943	QUINN COMPANY JC Equipment Maintenance	3/23/2023	1,957.88	1,957.88
30944	R.D. OFFUTT COMPANY JC Equipment Maintenance	3/23/2023	5.66	5.66
30945	ROSSI BROS TIRE & AUTO SERVICE All Sites Vehicle Maintenance	3/23/2023	1,434.04	1,434.04
30946	SCS FIELD SERVICES All Sites Non routine Engineering Services All Sites Remote Monitoring	3/23/2023	3,162.89 925.00	4,087.89
30947	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	3/23/2023	150.00	150.00
30948	SOCIAL VOCATIONAL SERVICES, INC. JC Litter Abatement	3/23/2023	7,935.75	7,935.75
30949	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA SOAR	3/23/2023	30.00	30.00
30950	SOLID WASTE ASSOCIATION OF NORTH AMERICA SWANA SOAR	3/23/2023	1,029.00	1,029.00
30951	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	3/23/2023	9,440.71	9,440.71
30952	Southern Counties Oil Co., a CA Limited Partnership JR Biodiesel Fuel	3/23/2023	3,272.29	3,272.29
30953	SPECIALTY DISTRIBUTORS INC. ML Vehicle Maintenance	3/23/2023	18.51	18.51
30954	TOYOTA MATERIAL HANDLING HHW Equipment Maintenance	3/23/2023	816.65	816.65

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
30955	ULINE, INC. RR Special Dept Supplies	3/23/2023	658.63	658.63
30956	VALERIO VARELA JR JC Vehicle Maintenance	3/23/2023	1,150.00	1,150.00
30957	VOSTI'S INC JC & JR Equipment Maintenance	3/23/2023	1,411.36	1,411.36
30958	WEST COAST RUBBER RECYCLING, INC ML Tire Diversion	3/23/2023	1,551.00	1,551.00
30959	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Vehicle Fuel	3/23/2023	2,624.24	2,624.24
30960	ADMANOR, INC Marketing Services	3/29/2023	125.00	125.00
30961	ALESHIRE & WYNDER, LLP Monthly Legal Services	3/29/2023	5,525.90	5,525.90
30962	All American Publishing Limited Company Public Media Relations	3/29/2023	440.00	440.00
30963	AMERICAN SUPPLY CO. Adm Janitorial Supplies	3/29/2023	181.19	181.19
30964	AT&T SERVICES INC JC Telephone Service	3/29/2023	807.99	807.99
30965	CAMILLE A. SMITH Admin Retreat Facilitator	3/29/2023	3,750.00	3,750.00
30966	CLARK PEST CONTROL, INC Adm Exterminator Services	3/29/2023	215.00	215.00
30967	COAST COUNTIES TRUCK & EQUIPMENT CO. JR Vehicle Maintenance	3/29/2023	101.84	101.84
30968	COSTCO MEMBER CARD SERVICES Annual Membership Renewal	3/29/2023	180.00	180.00
30969	EDGES ELECTRICAL GROUP, LLC 126 Office Equipment	3/29/2023	98.18	98.18
30970	F.A.S.T. SERVICES Clerk Interpreting Services	3/29/2023	180.00	180.00
30971	GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance	3/29/2023	89.40	89.40
30972	GONZALES ACE HARDWARE JC Facility Maintenance	3/29/2023	378.26	378.26

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2023 to 3/31/2023**

Check #	Name	Check Date	Amount	Check Total
30973	INFINITY STAFFING SERVICES, INC. JC & JR Contract Labor	3/29/2023	2,263.77	2,263.77
30974	MISSION LINEN SUPPLY All Sites Uniforms	3/29/2023	1,108.92	1,108.92
30975	New SV Media Notice Of Public Hearing	3/29/2023	375.00	375.00
30976	ODP BUSINESS SOLUTIONS, LLC Adm & HHW Office Supplies	3/29/2023	873.24	873.24
30977	PACE ANALYTICAL SERVICES, LLC CH Lab Water Analysis JC Lab Water Analysis	3/29/2023	608.00 61.00	669.00
30978	PROBUILD COMPANY LLC Adm Office Equipment	3/29/2023	267.89	267.89
30979	QUINN COMPANY All Sites Equipment & Vehicle Maintenance	3/29/2023	2,200.74	2,200.74
30980	REFRIGERATION SUPPLIES DISTRIBUTOR HHW Disposal Services	3/29/2023	179.76	179.76
30981	SCALES UNLIMITED JC Scale Maintenance	3/29/2023	643.00	643.00
30982	SOUTHERN TIRE MART LLC HHW Equipment Maintenance	3/29/2023	1,047.63	1,047.63
30983	SPECIALTY DISTRIBUTORS INC. JC Equipment Maintenance	3/29/2023	61.00	61.00
30984	TELCO BUSINESS SOLUTIONS Monthly Network Support	3/29/2023	274.20	274.20
30985	UNITED RENTALS (NORTHWEST), INC Common Area Maintenance	3/29/2023	359.43	359.43
30986	VERIZON WIRELESS SERVICES Monthly Internet Service	3/29/2023	152.04	152.04
23-00498-DFT	REPUBLIC SERVICES #471 ML Rent	3/27/2023	16,234.17	16,234.17
23-00502-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites CNG Fuel	3/16/2023	11,069.76	11,069.76
<b>Total:</b>				538,585.96
<b>Payroll Disbursements</b>				577,557.55
<b>Grand Total</b>				1,116,143.51

 <p><b>Report to the Board of Directors</b></p>	<p><b>ITEM NO. 3</b></p> <hr/> <p>N/A</p> <p>Finance and Administration Manager/ Controller/Treasurer</p> <hr/>  <p>General Manager/CAO</p> <hr/> <p>N/A</p> <p>Authority General Counsel</p>
<p><b>Date:</b> May 18, 2023</p> <p><b>From:</b> Mandy Brooks, Resource Recovery Manager</p> <p><b>Title:</b> Member and Interagency Activities Report for April 2023</p>	

### 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

This agenda item is in alignment with one of the Board's goals from its recent Strategic Planning Goal setting process.

- High-quality Community Engagement: Continue to deliver the public education strategy.

The Authority provides a wide array of recycling and waste recovery services and programs to the public including local businesses, schools, multifamily complexes and participates in numerous community events and cleanups. Providing monthly reports highlighting these activities ensures that the strategic 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)**

Johnson Canyon Landfill & Composting Facility: The monthly inspection for the Johnson Canyon Landfill and Composting Facility was conducted on April 20. No violations or areas of concern were noted during the inspection.

Jolon Road Transfer Station: The monthly inspection for Jolon Road Transfer Station was conducted on April 11. Two areas of concern were noted related to overgrown grass on the roadway and algae in the stormwater pond, but no violations were noted for the inspection.

Sun Street Transfer Station (closed): The monthly inspection for the Sun St Transfer Station was conducted on April 26. No violations or areas of concern were noted during the inspection.

#### **Gonzales Clothing Closet**

The Clothing Closet continues to be open Tuesdays - Thursdays from 3:00pm to 5:00pm. The Q2 2023 stats for April will be provided next month.

<b>CY 2023</b>	<b># of Volunteers</b>	<b>Hours</b>	<b>Clothing Items Distributed</b>	<b># of Families Served</b>	<b># of Family Members Served</b>
April 2023	-	-	-	-	-
May 2023	-	-	-	-	-
June 2023	-	-	-	-	-
<b>Q2 2023 TOTALS *(AVG)</b>	-	-	-	-	-

### **Clean Up Events**

The 2023 community cleanup schedule for the south county cities and county areas are listed below. City of Salinas District Cleanups will be added once the schedule has been finalized. There cleanup events occurred in April, with results in table below. The Salinas/Republic event results will be provided next month.

<b>Date</b>	<b>Location</b>	<b>Hauler/ Volunteer Group</b>	<b>Trash (tons)</b>	<b>Recycling (tons)</b>	<b>ABOP Materials (SVR)</b>	<b>Diversion %</b>
April 22	San Lucas	WM	6.2	3.9	132 lbs	38%
April 22	Salinas	Republic	-	-	-	-
April 29	Greenfield	TCD/City Staff	10.2	6.7	1,670 lbs.	40%

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

Gonzales: **04/15 – 05/21 Tire Amnesty Collection Event, Johnson Canyon Landfill**

06/24/23 Community Cleanup & ABOP Event, Fairview Middle School

10/21/23 Community Cleanup & ABOP Event, Fairview Middle School

Greenfield: 05/11/23 DTD Multifamily Outreach, Greenfield Village

05/16/23 Recycling & Composting Presentations, Oak Ave Elementary

05/16/23 Talking Trash Tuesdays, Greenfield Community Science Wkshp

10/07/23 Community Cleanup & ABOP Event, Public Works Yard

King City: **04/15 – 05/21 Tire Amnesty Collection Event, Jolon Rd Transfer Station**

06/17/23 Community Cleanup & ABOP Event, SV Fairgrounds

06/24/23 Composting Workshop & Give Away Event, SV Fairgrounds

10/14/23 Community Cleanup Event, SV Fairgrounds

10/14/23 Mobile HHW Collection Event, SV Fairgrounds

Salinas: 5/11/23 Booth at Resource Fair, El Gabilan Elementary School

05/20/23 Composting Workshop, Natividad Creek Park Garden

Soledad: 05/20/23 Community Cleanup & ABOP Event, High School

09/23/23 Community Cleanup & ABOP Event, High School

Mo. Co.: **04/15 – 05/21 Tire Amnesty Collection Event, Madison Lane Recycling Center**

07/15/23 Aromas Community Cleanup & ABOP Event

08/12/23\* San Ardo Community Cleanup & ABOP Event

09/09/23 Prunedale Community Cleanup & ABOP Event

09/16/23 Lockwood Mobile HHW Collection Event, San Antonio School

11/04/23 Pajaro Community Cleanup & ABOP Event, Union Pacific Yard

*\* Tentative date, WM is waiting on site confirmation.*

**BACKGROUND**

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

**ATTACHMENT(S)** None



## Report to the Board of Directors

### ITEM NO. 4

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

**Date:** May 18, 2023

**From:** Elia Zavala, Contracts & Grants Analyst

**Title:** Tonnage and Diversion Report for the  
Quarter Ended March 31, 2023

### RECOMMENDATION

Staff recommends that the Board accept this report. This item is provided to keep the Board apprised of the quarterly tonnage data which corresponds to the Authority's budget and the regional agency's annual AB 939 compliance reporting.

### STRATEGIC PLAN RELATIONSHIP

This agenda item is a routine operational item and does not relate to the Board's Strategic Plan but does reflect on one of the Authority's key core values, "fiscal prudence".

### FISCAL IMPACT

Tipping fees for landfill and diversion materials account for 65.5% of the quarter's revenue. For the quarter ending March 31, 2023, the Authority received \$3.9 million in tipping fees.

### DISCUSSION & ANALYSIS

#### TONS LANDFILLED BY SERVICE AREA

The Authority landfilled 50,653 tons of solid waste in the quarter ended March 2023. This resulted in a 4.0% decrease in landfilled waste from the same quarter of 2022. As expected, tonnage decreased after the closure of Sun Street Transfer Station on September 10, 2022. The FY 2022-23 budget assumes an 8% reduction in tonnage from the prior year.

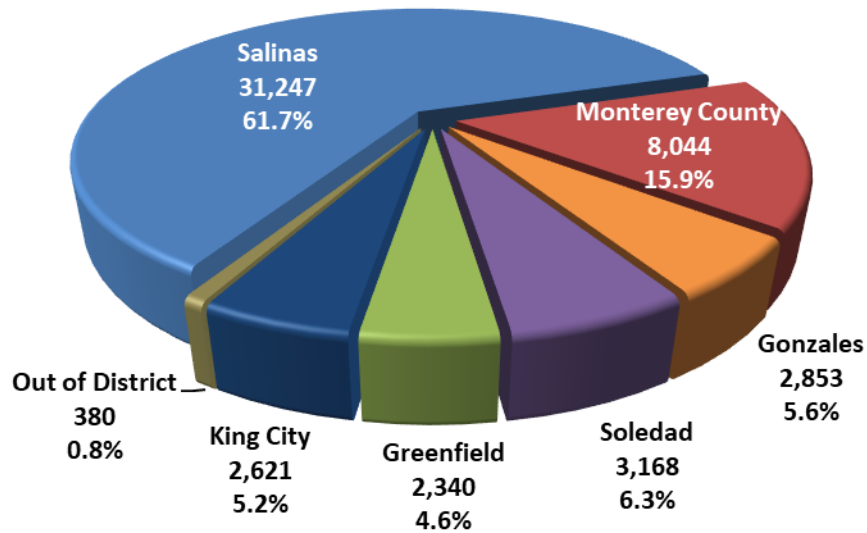
	2022	2023	Increase / (Decrease)	Percentage Change
January	17,954	17,152	(802)	-4.5%
February	16,289	15,888	(401)	-2.5%
December	18,541	17,613	(928)	-5.0%
Quarterly Total	52,784	50,653	(2,132)	-4.0%



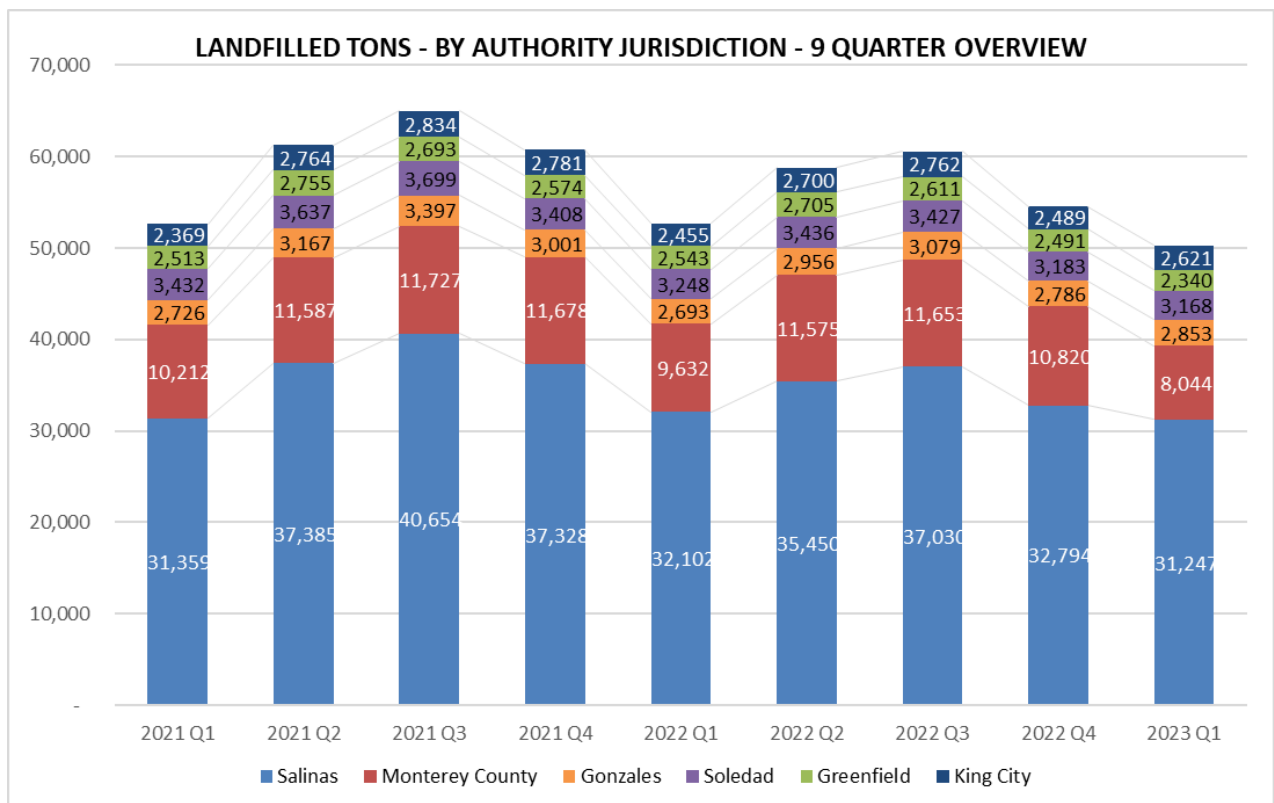
### TONNAGE LANDFILLED SUMMARY

As noted in the chart below, the landfilled waste for this quarter was made up of 61.7% from the City of Salinas, 15.9% from the County, and 21.7% from the south county cities. The 380 tons of self-hauled material from outside the service area made up 0.8%.

**LANDFILLED TONS - 50,653  
BY ORIGIN FOR QUARTER ENDED MARCH 31, 2023**



The chart below shows landfilled tons by jurisdiction for the past nine quarters including three-year tonnage data for Quarter 1 (Jan-Mar).



### TONNAGE PROCESSED AND DIVERTED SUMMARY

The table below summarizes the total tonnage processed and diverted for the quarter. Compared to the same quarter of the previous year, the total tons processed decreased by 6.9% and diverted materials decreased by 17.5%, resulting in a net decrease of 4.0% of tons landfilled. Alternative Daily Cover (ADC), although a beneficial reuse material, is not shown as diverted material since it is ultimately landfilled. As expected, this quarter resulted in decreases in all inbound material types compared to the same quarter from the previous year.

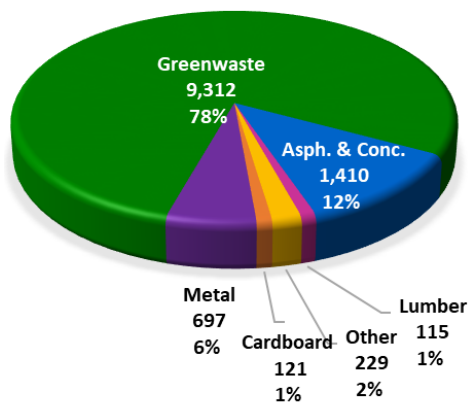
	Jan-Mar 2022		Jan-Mar 2023		Change in	%
	Tonnage	%	Tonnage	%	Tonnage	Change
Total Tons Processed	69,346		63,335		(6,011)	-8.67%
Less Used for ADC	2,160	3.1%	798	1.3%	(1,363)	-63.1%
Net Tons Processed	67,186		62,537		(4,649)	-6.9%
Less Diverted Materials	10,819		9,427		(1,392)	-12.9%
Less Beneficial Reuse	2,174		1,410		(764)	-35.1%
JC market materials	335		380		45	13.5%
ML market materials	954		546		(408)	-42.8%
JR market materials	120		121		1	1.1%
Total Diverted Materials	14,402	20.8%	11,884	18.8%	(2,518)	-17.5%
Total Landfilled	52,784	76.1%	50,653	80.0%	(2,131)	-4.0%

### DIVERTED MATERIALS

The pie chart below illustrates the composition of the 11,884 tons of diverted materials for the quarter ended March 2023. Diversion does not include tons of construction & demolition material and biosolids, which are currently being used in the landfill as ADC. Included in the diversion chart are 1,047 tons of recyclables salvaged from the waste stream at Authority facilities and sent directly to market.

The table below provides a year-over-year comparison of diverted materials tonnage for the same quarter. The total 11,884 tons of diverted materials for the quarter ended March 2023, resulted in a 22.1% decrease over the same quarter of 2022, with decreases in all divertible materials except 39.1% increase in metal.

### **QUARTER ENDED MAR 31, 2023 DIVERTED MATERIALS - 11,884**



	2022 Q1	2023 Q1	% Diff
Greenwaste	10,533	9,312	-11.6%
Asphalt & Concrete	2,769	1,410	-49.1%
Lumber	803	115	-85.7%
Metal	501	697	39.1%
Cardboard	279	121	-56.6%
*Other	366	229	-37.4%
	15,251	11,884	-22.1%

\* Includes Mattresses, Tires, Mixed Rec, etc.

### **ATTACHMENTS**

None



## Report to the Board of Directors

### ITEM NO. 5

Finance and Administration Manager/  
Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** May 18, 2023

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

**Title:** A Resolution Establishing the Investment Policy

### RECOMMENDATION

Staff the Executive Committee recommend adoption of the resolution to the Board.

### STRATEGIC PLAN RELATIONSHIP

The recommended action is routine in nature.

### FISCAL IMPACT

Investment returns have decreased substantially during the past year, due to lower returns available. Conservative practices should net the Authority modest returns.

### DISCUSSION & ANALYSIS

The investment policy has no changes from the current policy. The Investment Policy allows investment in all investment vehicles permitted by State law. However, in actual practice, the funds managed by the Treasurer have historically been invested in the Local Agency Investment Fund (LAIF). At the end of March 2023, LAIF was yielding 2.831%.

### BACKGROUND

In order to properly handle the Authority's investments, the Board is asked to adopt the attached Investment Policy. California Government Code Section 53646(a) (2) states that the treasurer or chief fiscal officer of a local agency may render annually to the legislative body of the local agency an investment policy, which the legislative body shall consider at a public meeting. State law further requires the Treasurer or Chief Financial Officer to submit detailed information on all securities, investments, and monies of the Authority on a quarterly basis. The next report is due in August 2023.

### ATTACHMENT(S)

1. Resolution
2. Investment Policy

## RESOLUTION NO. 2023 -

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

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

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

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

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

**WHEREAS** the Authority's Investment Policy has been developed and presented to this Board on May 18, 2023.

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

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at the regular meeting duly held on the 18<sup>th</sup> day of May 2023 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

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Erika J. Trujillo, Clerk of the Board

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Roy C. Santos, Authority General Counsel

## **Exhibit A**

### **SALINAS VALLEY SOLID WASTE AUTHORITY INVESTMENT POLICY**

#### **PURPOSE**

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

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

#### **OBJECTIVE**

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

#### **SCOPE**

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

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

#### **AUTHORIZATION**

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

## **GUIDELINES**

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

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

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

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

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

a) Includes U.S. Government Sponsored Enterprise Obligations

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

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

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

e) Investment Trust of California dba CalTRUST

- f) A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years of experience investing in instruments authorized by Government Code sections 53601 and 53635.
  - g) A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years of experience investing in money market instruments with assets under management in excess of \$500 million.
  - h) "Medium-term notes" are defined in Government Code Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating with the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S."
2. Criteria for selecting investments, and the order of priority, are:

A. Safety

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

B. Liquidity

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

C. Yield

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

3. An amount of money deemed sufficient to meet one payroll and two weeks claims shall be maintained in highly liquid investment vehicles such as the State Local Agency Investment Fund, or other similar investment instrument.
4. The Authority will attempt to obtain the highest yield obtainable when selecting investments, provided that criteria for safety and liquidity are met. Ordinarily, through a positive yield curve, (i.e., longer term investment rates are higher than those of shorter maturities), the Authority attempts to ladder its maturities to meet anticipated cash maturities that carry a higher rate than is available in the extremely short market of 30 days or less.
5. Most investments are highly liquid, except for certificates of deposit held by banks and savings and loans. Investments in Certificate of Deposit shall be fully insured or collateralized. When insurance is pledged, it shall be through the FDIC. Collateralization shall be in the amount of 110% of principal when government securities are pledged or 150% of principal when backed by first deeds of trust. Maturities are selected to anticipate cash needs, thereby obviating the need for forced liquidation.
6. When investing in Bankers Acceptances, Treasury Bills and Notes, Government Agency Securities and Commercial Paper, securities for these investments shall be conducted on a delivery-versus-payment basis. Securities are held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts when such delivery directly to the Authority would be impractical.
7. Except for Treasury Notes and other government Agency Issues, the maturity of any given investment shall not exceed 1 year.
8. Bond Proceeds shall include any notes, bonds or other instruments issued on behalf of the Salinas Valley Solid Waste Authority for which the members of the Board of Directors serve as the governing body. Should the Salinas Valley Solid Waste Authority elect to issue bonds for any purpose, the Indenture of Trust shall be the governing document specifying allowable investments for the proceeds of the issue as prescribed by law.
9. Investment income shall be shared by all funds on a proportionate ratio of each funds balance to total pooled cash with investment income distributed accordingly on a quarterly basis.
10. Investments in any other vehicle like Repurchase and Reverse Repurchase Agreements shall not be authorized unless the investment is made through the pooled money portfolio of the Local Agency Investment Fund.



11. The Treasurer shall annually render to the Board of Directors for consideration at a public meeting, a statement of investment policy. The Treasurer will also render an investment report to the Board of Directors at the first regular Board Meeting occurring after the end of each calendar quarter. The quarterly report shall include type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held by the Salinas Valley Solid Waste Authority. The report shall state compliance with the investment policy or way the portfolio is not in compliance. It shall also include a statement denoting the ability to meet the Authority's expenditure requirement for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.
12. Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the Salinas Valley Solid Waste Authority Investment Policy and supersede all previous language.
13. Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or that could impair their ability to make impartial decisions.

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

May 18, 2023



## Report to the Board of Directors

### ITEM NO. 6

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** May 18, 2023

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

**Title:** A Resolution Approving Amendment No. 2 to the Memorandum of Understanding (MOU) with the County of Monterey for Litter Abatement Services in the Amount of \$100,000 for Fiscal Years (FY) 2023-24 and 2024-25

### RECOMMENDATION

Staff and the Executive Committee recommend the Board of Directors adopt the resolution. Approving Amendment 2 to the MOU with the County of Monterey for \$100,000 per year will allow for continuation of increased clean-up activities associated with illegal dumping in rural areas and roadside litter clean-up on county roadways.

### FISCAL IMPACT

Amendment No. 2 to the MOU provides for mutually agreed continuation of this program for FYs 2023-24 and 2024-25 at a cost not-to-exceed of \$100,000 per year.

### DISCUSSION & ANALYSIS

Due to increases in the levels of illegal dumping and litter in our rural areas, the County has been seeking additional funding to support its ongoing litter and illegal dumping clean-up and removal programs. SVR staff also participate in the county-wide Illegal Dumping and Litter Abatement Task Force that provides guidance to the County for the programmatic use of these funds.

The Board concurred with the County's first request at its June 21, 2018 meeting and supplemental funding for this program was first approved in fiscal year 2018-19. Annual funding and extensions of this agreement have been approved by the Board during all the subsequent budget cycles and is again included in the recently approved FY 2023-24 budget.

Amendment 2 to the MOU provides for continued funding for the next two fiscal years at the same level of \$100,000 per year with the provision that either party may terminate the agreement with appropriate notice.

### BACKGROUND

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

**ATTACHMENT(S)**

1. Resolution
2. MOU Amendment No. 2 with County of Monterey for Litter Abatement Services

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
APPROVING AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING  
(MOU) WITH THE COUNTY OF MONTEREY FOR LITTER ABATEMENT SERVICES FOR AN  
ANNUAL CONTRIBUTION OF \$100,000 FOR FISCAL YEARS 2023-2024 and 2024-2025**

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

**WHEREAS**, on June 17, 2021, the Authority Board of Directors received and approved the extension of this funding agreement for two additional years from the County of Monterey for Litter Abatement Services; and,

**WHEREAS**, due to increases in the levels of illegal dumping and litter in our rural areas, the County has been seeking additional funding to support expansion of its clean-up and removal programs; and,

**WHEREAS**, the Authority Board of Directors has approved \$100,000 of funding for each budget cycle since Fiscal Year 2018-19 including in the recently approved 2023-24 fiscal year to continue supporting this service.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY** that the President of the Board is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to approve the MOU Amendment 2 with the County of Monterey for providing Litter Abatement Services, as attached hereto and marked "Exhibit A" for the amount of \$100,000 fiscal years 2023-24 and 2024-25.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18<sup>th</sup> day of May 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Anthony Rocha, President of the Board

ATTEST:

APPROVED AS TO FORM:

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Erika J. Trujillo, Clerk of the Board

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Roy Santos, Authority General Counsel



## Report to the Board of Directors

### ITEM NO. 7

N/A

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** May 18, 2023

**From:** Janna Faulk, Recycling Coordinator

**Title:** A Resolution Approving Amendment No 2. of the Professional Services Agreement with SGA Marketing for Media Marketing Services in an Amount of \$100,000

### RECOMMENDATION

Staff recommends that the Board adopt the resolution.

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

### STRATEGIC PLAN RELATIONSHIP

The recommended action is in alignment with one of the Board's goals from its 2022-23 Strategic Planning Goal setting process.

- High-quality Community Engagement: Maintain a comprehensive communication and branding strategy.

### FISCAL IMPACT

The current agreement with SGA will terminate on June 30, 2023; but allows for one (1) additional one (1) year extension. At this time, the Authority wishes to exercise the remaining one (1) year extension.

SGA has provided an updated fee schedule (Attachment 1) with slight increases. The increases do not impact the original amount of the professional services agreement, therefore, maintaining the agreement for fiscal year 2023-2024 at \$100,000.

### DISCUSSION & ANALYSIS

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

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

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

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

## **BACKGROUND**

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

The Authority released a competitive Request for Proposals for Media Services in March 2021 and from that process, SGA was selected as the Authority's new marketing consultant. SGA is a full-service strategic marketing and communication corporation with an emphasis on public education, community engagement, and behavior change. SGA concentrates public education efforts on the barriers and motivators, both structural and psychological, which have to be addressed to change behavior. With over two decades of marketing and outreach experience, SGA will develop a strategic long-term communication plan that will increase awareness as well as shift behaviors towards positive environmental stewardship.

## **ATTACHMENT(S)**

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

## RESOLUTION NO. 2023 -

### **A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 2 AUTHORIZING A ONE-YEAR EXTENSION TO THE PROFESSIONAL SERVICE AGREEMENT WITH SGA MARKETING FOR MEDIA MARKETING SERVICES**

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

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

**WHEREAS**, on June 16, 2022, the Board of Directors adopted Resolution No. 2022-37 approving the amendment no. 1 extending the agreement for one (1) year; and,

**WHEREAS**, the Authority is satisfied with SGA Marketing services and wishes to exercise the one (1) year extension.

**NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY**, that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute Amendment No. 2 authorizing a one-year extension to the Professional Services Agreement with SGA Marketing for Media Marketing Services, as attached hereto and marked "Exhibit A."

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

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 18th day of May 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

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Erika J. Trujillo, Clerk of the Board

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Roy Santos, Authority General Counsel



**EXHIBIT A**

**AMENDMENT NO. 2**

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

This amendment is made and entered into this 18th day of May 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 SGA Marketing (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on May 26, 2021. The first amendment of the agreement expires June 30, 2023. All terms of the aforementioned agreement will continue in force with the exception of the following changes:

1. Completion Schedule

The Authority and Consultant hereby mutually agree to extend the agreement for an additional one-year term effective July 1, 2023 and ending June 30, 2024.

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

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

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

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

\_\_\_\_\_  
R. Patrick Mathews  
General Manager/CAO

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

ATTEST:

CONSULTANT: SGA Marketing

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name/Title



<b>S. Groner Associates</b>	
<b>FULLY BURDENED HOURLY RATES*</b>	
<b>JOB FUNCTION</b>	<b>RATES</b>
Project Director	\$216.00
Creative Director	\$196.00
Sr. Project Manager	\$196.00
Project Manager	\$188.00
Assistant Project Manager	\$179.00
Sr. Technical Expert	\$171.00
Sr. Graphic Designer	\$171.00
Website Developer/Programmer	\$171.00
Public Affairs/Media Relations	\$188.00
Graphic Designer	\$150.00
Sr. Project Coordinator	\$171.00
Project Coordinator	\$148.00
Research/Survey Manager	\$188.00
Research/Survey Coordinator	\$148.00
Video Editor/Producer	\$171.00
Sr. Project Associate	\$135.00
Project Associate	\$127.00
Copywriter	\$127.00
Outreach Specialist	\$119.00
Social Media Coordinator	\$119.00
Project Administrator	\$140.00



## Report to the Board of Directors

### ITEM NO. 8

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

N/A

Authority General Counsel

**Date:** May 18, 2023

**From:** Brian Kennedy – Engineering and Environmental Compliance Manager

**Title:** A Resolution Authorizing the Execution of a Three-Year Professional Services Agreement with SCS Field Services in the Annual Amount of \$287,545 to Provide Routine Environmental Control Systems Operations and Maintenance Services

### RECOMMENDATION

Staff recommends that the Board authorize the execution of a Professional Services Agreement with SCS Field Services for Environmental Control Systems Operation and Maintenance Services for a period of three years in the annual amount of \$287,545 for routine services for the initial three years. The annual cost will be adjusted according to the Consumer Price Index (CPI) at 50% of the CPI the first two years, then annually for the remainder of the agreement. The agreement will also have two optional two-year extensions.

### STRATEGIC PLAN RELATIONSHIP

The agreement is not related to any strategic plan goals and is required for general facility maintenance and environmental permitting compliance.

### FISCAL IMPACT

Funding for the first year of this item is included in the approved FY 2023/24 budget. The proposed contract cost is \$287,545 annually for routine services for Fiscal Year 2023/24 and 2024/25 with a 50% CPI adjustment. The remaining year and extensions of the agreement will see a full CPI adjustment based on the San Francisco-Oakland-San Jose Area index.

### DISCUSSION & ANALYSIS

On March 7, 2023, staff released a Request for Proposals (RFP) for vendors interested in providing Environmental Control Systems Operation and Maintenance Services for landfill gas management systems, landfill gas monitoring probes, surface gas emissions monitoring, leachate collection and storage systems, and support utilities required to operate the environmental control systems. On April 18, 2023, staff received two proposals – one from SCS Field Services and one from Geosyntec Consultants. The request for proposal consisted of a technical submittal and a cost proposal. Staff reviewed the two technical submittals and determined that SCS Field Services has considerably more experience, expertise, and resources than Geosyntec Consultants to perform this work. When the cost proposals were

revealed, SCS Field Services had the leading pricing as well. Staff was able to further negotiate favorable terms related to price and CPI adjustments.

SCS Field Services is the current Environmental Control Systems (ECS) operator and a national firm known for its landfill gas expertise with environmental compliance systems.

## **BACKGROUND**

The Authority operates and maintains environmental control systems at all landfill facilities. Crazy Horse Canyon Landfill, Lewis Road Landfill, and Johnson Canyon Landfill require ongoing operation, maintenance and some technical oversight of all landfill gas and leachate systems. The landfill gas management programs include reading landfill monitoring probes, sampling of surface gas emissions, and leachate collection and storage systems. The Jolon Road Landfill does not have a landfill gas collection system, but does have gas monitoring probes and a leachate collection system.

These services are currently being provided by SCS Field Services.

## **ATTACHMENT(S)**

1. Resolutions
2. SCS Cost Proposal

## RESOLUTION NO. 2023-

### **A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A THREE-YEAR SERVICE WITH SCS FIELD SERVICES IN THE ANNUAL AMOUNT OF \$287,545 TO PROVIDE ROUTINE ENVIRONMENTAL CONTROL SYSTEMS OPERATIONS AND MAINTENANCE SERVICES**

**WHEREAS**, the Authority owns four landfill that require a myriad of environmental control systems monitoring, operations and maintenance; and

**WHEREAS**, the Authority has contracted with a professional services firm to perform this work since our inception as it requires a distinct skill set, experience, and expertise; and,

**WHEREAS**, the Authority placed asked qualified firms to submit proposals for the next contract term; and,

**WHEREAS**, SCS Field Services provided the most qualified and lowest cost proposal; and,

**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 enter into an agreement with SCS Field Services for Environmental Control Systems Operations and Maintenance Services, as attached hereto and marked "Exhibit A".

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority this 18<sup>th</sup> day of May 2023 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Anthony Rocha, President of the Board

ATTEST:

APPROVED AS TO FORM:

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Erika J. Trujillo, Clerk of the Board

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Roy Santos, Authority General Counsel



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

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

**AGREEMENT FOR SERVICES  
BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND  
SCS FIELD SERVICES**

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this 1st day of July, 2023 ("Effective Date") by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority ("Authority") and SCS Field Services, (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. COMPENSATION**

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

Hundred Eighty Seven Thousand, Five Hundred Forty Five Dollars (\$287,545) (“Contract Sum”) on an annual basis.

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

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

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

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

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



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

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

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

### **3.      PERFORMANCE SCHEDULE**

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

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

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

parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Authority for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

**3.4 Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2026, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional Two (2) year extensions at the option of the Authority if the Authority is satisfied with the quality of services performed by Consultant under this Agreement.

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

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

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

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

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

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

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

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

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

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

## **5.2 General Insurance Requirements.**

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

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

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

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

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

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

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

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

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) day notice of cancellation (except

for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

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

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

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

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

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

**5.3 Indemnification.** To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents

(“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Authority’s sole negligence or willful acts or omissions. Notwithstanding the above, a design professional’s indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

**7.3 Legal Action.** In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain

declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue any legal action under this Agreement.

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

**7.4 Liquidated Damages.** Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Authority the sum of 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.

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

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



and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

## **8. MISCELLANEOUS**

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

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

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

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

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

**8.6 Waiver.** No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's

consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

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

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

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

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

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

**AUTHORITY:**

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

\_\_\_\_\_  
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:**

**SCS FIELD SERVICES**

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 \_\_\_\_\_, 2020 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER \_\_\_\_\_  
\_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2020 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

#### CAPACITY CLAIMED BY SIGNER

☐  
☐

INDIVIDUAL  
CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

☐  
☐  
☐  
☐  
☐

PARTNER(S) ☐ LIMITED  
GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER \_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
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”

### 1 PROJECT COSTS

The Best and Final Offer (BAFO) Cost Proposal is broken down by the sections that follow.

#### 1.1 HOURS SUMMARY TABLE

The table below presents the number of hours of professional time proposed for each task. Hours for each professional level have a distinct billing rate. The table is formatted per the SVSWA fiscal year of July 1, 2023 to June 30, 2024.

Table 1. All SVSWA Sites – Hours Summary Table

ALL SITES - HOURS SUMMARY TABLE										
LABOR EFFORT ROUTINE - SVSWA ENVIRONMENTAL CONTROL SYSTEMS, OPERATIONS AND MAINTENANCE SERVICES										
ANNUAL HOURS JULY 1, 2023 / JUNE 30, 2024										
Hours by Task Per Year										
SCS-F5 TEAM PERSONNEL	1A	2A	2C	2E	3A	3C	3E	4A	4C	Total
Engineering Senior Professional	4	4	0	4	0	2	0	0	0	14
Project Coordinator	38	38	6	18	26	26	20	4	4	180
Project Manager	34	28	2	12	50	14	4	4	4	152
Project Superintendent	24	30	0	6	12	34	0	0	8	114
Senior Technician	116	72	12	10	318	36	64	0	0	628
Technician	316	430	12	134	104	116	128	18	28	1286
Project Administrator	18	17	2	12	15	14	0	4	4	86
				0						
Total Personnel (Hours):	550	619	34	196	525	242	216	30	48	2460
	Task 1	504		Task 2	196		Task 3	983	Task 4	78
<b>Description of Tasks</b>										
Task 1A: Routine LFG Collection and Destruction System Monitoring, Operation, Maintenance and Reporting for the Lewis Road Landfill										
Task 2A: Routine LFG Collection and Destruction System Monitoring, Operation, Maintenance and Reporting for the Crazy Horse Landfill										
Task 2C: Routine Surface Monitoring and Reporting at the Crazy Horse Landfill										
Task 2E: Routine Leachate System Monitoring, Maintenance and Reporting for the Crazy Horse Landfill										
Task 3A: Routine LFG Collection and Destruction System Monitoring, Operation, Maintenance and Reporting for the Johnson Canyon Landfill										
Task 3C: Routine Leachate System Monitoring, Maintenance and Reporting for the Johnson Canyon Landfill										
Task 3E: Routine Surface Emissions Monitoring and Reporting for the Johnson Canyon Landfill										
Task 4A: Routine Landfill Perimeter Gas Probe Monitoring for the Jolon Road Landfill										
Task 4C: Routine Leachate System Monitoring, Operation and Maintenance for the Jolon Road Landfill										



**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

**NOT APPLICABLE**

**EXHIBIT “C”**

**SCHEDULE OF COMPENSATION**

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**

## EXHIBIT “C-1”

### 1.3 PROJECT LUMP SUM COST TABLE

Table 3. Project Lump Sum Cost

COST PROPOSAL				
EXPANDED SUMMARY TABLE				
LUMP SUM PER TASK ITEM				
ANNUAL BUDGET YEAR JULY 1, 2023 / JUNE 30, 2024				
Task	Quarterly Cost	Monthly Cost	Annual Cost	Annual Budget
Task 1A: Routine UFG Collection and Destruction System Monitoring, Operation, Maintenance and Reporting for the Lewis Road Landfill		\$5,015.00		\$60,180.00
Task 2A: Routine UFG Collection and Destruction System Monitoring, Operation, Maintenance and Reporting for the Crazy Horse Landfill		\$5,860.00		\$70,320.00
Task 2C: Routine Surface Monitoring and Reporting at the Crazy Horse Landfill seen 2285 Inflow 1:500 for 2 quarter 500/event	\$500.00		\$3,285.00	\$4,785.00
Task 2B: Routine Leachate System Monitoring, Maintenance and Reporting for the Crazy Horse Landfill		\$1,740.00		\$20,880.00
Task 3A: Routine UFG Collection and Destruction System Monitoring, Operation, Maintenance and Reporting for the Johnson Canyon Landfill		\$5,925.00		\$71,100.00
Task 3C: Routine Leachate System Monitoring, Maintenance and Reporting for the Johnson Canyon Landfill		\$3,325.00		\$39,900.00
Task 3B: Routine Surface Embankment Monitoring and Reporting for the Johnson Canyon Landfill	\$5,870.00			\$70,440.00
Task 4A: Routine Landfill Perimeter Gas Probe Monitoring for the John Road Landfill	\$925.00			\$11,100.00
Task 4C: Routine Leachate System Monitoring, Operation and Maintenance for the John Road Landfill	\$1,300.00			\$15,600.00
ANNUAL TOTAL COST				\$287,545.00

## 2 FEE SCHEDULES

### 2.1 SCS FEE SCHEDULES

Fee Schedules for SCS Field Services and SCS Engineers are attached to this section. We acknowledge that all tasks are considered routine tasks unless otherwise noted.

**In addition to the revised costs, SCS also proposes that for the first two years of the contract period, the annual increase shall not be more than 50% (fifty percent) of the Consumer Price Index (CPI) as specified by the US Department of Labor for the San Francisco Bay Area.** ([https://www.bls.gov/regions/west/news-release/consumerpriceindex\\_sanfrancisco.htm](https://www.bls.gov/regions/west/news-release/consumerpriceindex_sanfrancisco.htm)).

SCS reserves the right, if necessary, to increase the fees for O&M services at the open Johnson Canyon Landfill by the following: \$15.00/month increase per additional well installed or sump installed as the site expands.

As requested in the RFP the effective date of the cost proposal is July 1, 2023 and the attached fee schedule is effective from July 1, 2023 through June 30, 2024. SCS understands that modifications to the fee schedules and contract rates may be adjusted annually based on the Consumer Price Index for Urban Wage Earner and Clerical Workers for the San Francisco-Oakland-San Jose Area as published by the US Department of Labor for the duration of the contract period. All services in the SVSWA's scope of work are covered by the SCS Engineers and SCS Field Services Fee Schedules provided below.

## **EXHIBIT “D”**

### **SCHEDULE OF PERFORMANCE**

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

# EXHIBIT “D-1”

## SCHEDULE

### 1.2 EXPANDED SUMMARY TABLE

Table 2, presented below, is based on the Technical Proposal Summary Table for the SVSWA fiscal year of July 1, 2023 to June 30, 2024. SCS is Prime and costs are broken out by task for our professional staff, clerical and support staff, subcontractors, and laboratory work; in addition to other direct costs.

Table 2. SCS Expanded Summary

COST PROPOSAL EXPANDED SUMMARY TABLE LABOR EFFORT AND COSTS ROUTINE SVSWA ENVIRONMENTAL CONTROL SYSTEMS OPERATIONS AND MAINTENANCE SERVICES ANNUAL BUDGET YEAR JULY 1, 2023 / JUNE 30, 2024												
SCS/JS TEAM PERSONNEL	1A	1A	1C	1E	1A	1C	1E	1A	1C	Rate, \$/hr	Amount, \$	
Engineering Senior Professional	4	4	0	4	0	3	0	0	0			Total Hours
Project Coordinator	28	28	6	18	26	26	30	4	4		180	140 25200
Project Manager	24	28	2	12	30	14	4	4	4		152	280 38000
Project Superintendent	24	20	0	4	12	24	0	0	8		114	128 14250
Senior Technician	116	72	12	10	218	36	64	0	0		628	118 72200
Technician	216	420	12	124	104	116	128	18	28		1286	88 109210
Project Administrator	18	12	2	12	18	14	0	4	4		86	78 6728
Total Personnel (Hours)	530	619	34	196	335	242	216	30	48		2660	
Total Personnel Per Task (\$)	\$36,112	\$42,914	\$3,894	\$20,424	\$64,720	\$26,426	\$22,040	\$3,422	\$3,282			Total SCS Labor \$268,496
OTHER DIRECT COSTS (ODC)												Amount, \$
Weld/Field Supplies	100	100	0	0	100	100	30	0	0			400
M&E Equipment, Supplies	100	100	0	100	30	100	0	0	0			400
Postings, Freight, Post, Phone	100	100	25	100	100	100	25	0	0			550
Automate Air System/Services	800	4,300	0	0	4,300	0	0	0	0			9,300
Subtotal ODC (\$)	800	4,800	25	200	4,750	200	75	0	0			\$11,620
Administration @ 10% ODC (\$)	80	480	3	20	475	20	8	0	0			\$1,095
Total Tasks	5300	6630	100	1875	3425	775	2400	225	430			Total Tasks \$22,300
Field Equipment Rental	1400	1400	1000	130	1400	800	200	400	0			Equipment \$7,330
Total Cost per Task (\$)	\$66,892	\$70,444	\$3,924	\$25,679	\$76,470	\$26,721	\$24,723	\$4,027	\$5,703			\$ 316,499
SVSWA Release (Hours by other/owner)	\$ 4,689	\$ 4,114	\$ 225	\$ 1,814	\$ 4,383	\$ 862	\$ 1,255	\$ 222	\$ 406			\$ 26,817
Revised Cost	\$40,203	\$70,228	\$4,797	\$20,865	\$71,117	\$27,889	\$23,468	\$3,705	\$4,296			
Fixed overhead and/or profit	\$ 3,017	\$ 3,861	see below	\$ 1,729	\$ 3,926	\$ 2,222	\$ 3,872	\$ 926	\$ 1,211			
				2383 / (over \$5,000) / Qtr								
Description of Tasks:												
Task 1-6: Routine IPD Collection and Distribution System Monitoring, Operation, Maintenance and Reporting for the Santa Feval Locall												
Task 10: Routine IPD Collection and Distribution System Monitoring, Operation, Maintenance and Reporting for the Cherry House Locall												
Task 12: Routine Surface Monitoring and Reporting for the Cherry House Locall												
Task 16: Routine Leakrate System Monitoring, Maintenance and Reporting for the Cherry House Locall												
Task 18: Routine IPD Collection and Distribution System Monitoring, Operation, Maintenance and Reporting for the Johnson Canyon Locall												
Task 20: Routine Leakrate System Monitoring, Maintenance and Reporting for the Johnson Canyon Locall												
Task 26: Routine Surface Leakrate Monitoring and Reporting for the Johnson Canyon Locall												
Task 30: Routine Leakrate Performance Data Monitoring for the Johnson Canyon Locall												
Task 40: Routine Leakrate System Monitoring, Operation and Maintenance for the Johnson Canyon Locall												



## Report to the Board of Directors

### ITEM NO. 9

Finance Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** May 18, 2023

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

**Title:** A Resolution Awarding the Purchase of One  
Used 2017 310L John Deere Backhoe to United  
Rentals for an Amount of \$70,306.88

### RECOMMENDATION

Staff recommend adoption of the resolution awarding the purchase of one (1) used 2017 John Deere 310L backhoe from United Rentals for the amount of \$70,306.88.

### STRATEGIC PLAN RELATIONSHIP

The used 310L John Deere backhoe will be used by our Solid Waste Techs at all our closed and active facilities to perform tasks such as winterization, facility maintenance, and repairs to the environmental control systems. The unit will reduce outside costs by eliminating the need to rent a unit when needed and has no direct Strategic Plan impacts.

### FISCAL IMPACT

Funding for this purchase is included in the 2022-23 Fiscal Year Budget. There is sufficient funding available within Capital Improvement Project (CIP) 9526 for the purchase of the 2017 John Deere 310L backhoe.

### DISCUSSION & ANALYSIS

On December 22, 2014, the Authority assumed the operations of the Johnson Canyon Landfill which serves as the regional landfill for the Salinas Valley residents. Since then, the Authority has operated and overseen an efficient operation for the residents of the Salinas Valley.

The Authority also assumed the operations of the Jolon Road transfer Station in September 2016 and continues to see an increase in customer trips and tonnage delivered to that facility year over year.

The agency is also tasked with maintaining and repairing its closed landfills which includes the Crazy Horse Landfill, Lewis Road Landfill and Jolon Road Landfill. To reduce overall costs and be able to accomplish tasks in a financially prudent manner the agency has increased staff by adding Solid Waste Techs with savings achieved by performing task in-house.

A crucial part of the maintenance and long-term cost savings is ensuring staff have the necessary equipment required to complete tasks at our active and closed facilities. This

includes replacing our older and tired equipment as needed as long as the funding is available. The addition of the 2017 John Deere 310L backhoe will not only replace our 2006 John Deere backhoe but will also assist us with complying with California Air Resources Board (CARB) requirements to phase out older off-road equipment by 2026.

Staff solicited used units that meet the criteria required. Our search involved finding an acceptable unit, in good condition, low mileage, within California, and meeting California Air Resources Board (CARB) regulations. Below is a summary of the units looked at and the quoted price:

Vendor	Make Model	Hours	Sales Price	Delivery Cost	Sales Tax	Total Cost
Herc Rentals	2015 John Deere 410k	3,997	\$74,999	\$300	\$5,835.67	\$81,134.67
United Rentals	2017 John Deere 410K	2,317	\$82,500	\$0	\$6,393.75	\$88,893.75
*PAPE Rentals	2017 John Deere 430F	6,900	\$82,500	\$500	\$6,432.50	\$89,432.50
United Rentals	2017 John Deere 310L	2,141	\$65,000	\$250	\$5,056.88	\$70,306.88

\*Proposed a John Deere 430F

## BACKGROUND

The Authority is responsible for maintaining all its active and closed landfills, while servicing its transfer stations to ensure they continue to serve the public. To achieve cost savings and efficiencies staff have taken tasks in-house to maximize cost savings on facility maintenance and environmental control services.

## ATTACHMENT(S)

1. Resolution
2. Exhibit A – Cost Proposal

## RESOLUTION NO. 2023 -

### A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AWARDING THE PURCHASE OF ONE USED 2017 JOHN DEERE 310L BACKHOE TO UNITED RENTALS FOR AN AMOUNT OF \$70,306.88

**WHEREAS**, the Authority owns and operates the one active landfill which serves the Salinas Valley residents as its regional facility, one transfer station and three closed landfills; and,

**WHEREAS**, to maintain our facilities in compliance staff completes ongoing maintenance to its closed facilities, environmental control systems, and facility structures; and,

**WHEREAS**, the addition of a 2017 John Deere 310L backhoe will assist with ongoing maintenance and construction work at all SVSWA facilities, while also replacing an older unit that will no longer meet California Air Resources Board compliance in 2026.

**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 John Deere 310L backhoe from United Rentals for \$70,306.88, 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 18th day of May 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

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Erika Trujillo, Clerk of the Board

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Roy Santos, Authority General Counsel





# SALE QUOTE

BRANCH DN3  
2091 W AVENUE 140TH  
SAN LEANDRO CA 94577-5623  
510-924-9000  
510-624-9001 FAX

# 219359284

Customer # : 1023101  
Quote Date : 05/08/23

UR Job Loc : 31400 JOHNSON CANYON  
UR Job # : 17  
Customer Job ID:  
P.O. # : TBD  
Ordered By : CESAR ZUNIGA  
Written By : ANTHONY TAYLOR  
Salesperson : ANTHONY TAYLOR

Job Site

JOHNSON CANYON SANITARY LANDFI  
31400 JOHNSON CANYON RD  
GONZALES CA 93926-9400

Office: 831-775-3000 Cell: 831-905-8683

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

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

Qty	Equipment #	Price	Amount
1	10610842 CC: 902-1021 BACKHOE/LOADER 60-90HP 4WD CAB EXT-A-HOE Make: JOHN DEERE Model: 310L EP Serial #: 1T0310ELLHG311028 Model Year: 17 HR OUT: 2140.383	65000.00	65000.00
	DELIVERY CHARGE		250.00
		Sub-total:	65250.00
		Tax:	5056.88
		Total:	70306.88
	CONTACT: JUAN CAMACHO CELL#: 831-905-8683		

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.



## Report to the Board of Directors

### ITEM NO. 10

Finance Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** May 18, 2023

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

**Title:** A Resolution Awarding the Purchase of New Automatic Tarping Machines to Southwestern Sales Co. for an Amount of \$132,910.

### RECOMMENDATION

Staff recommend adoption of the resolution awarding the purchase of new Automatic Tarping Machines (ATM) from Southwestern Sales Co. for the amount of \$132,910.

### STRATEGIC PLAN RELATIONSHIP

The addition of the ATM will reduce the number of employees needed at the end of the day to tarp the landfill and make the operations more efficient with our daily cover requirements. The ATM will reduce costs by eliminating the need to buy daily cover tarps which cost approximately \$1,800 each. Annually the facility may use and go through 15-20 tarps. The addition has no direct Strategic Plan impacts.

### FISCAL IMPACT

Funding for this purchase is included in the 2022-23 Fiscal Year Budget. There is sufficient funding available within Capital Improvement Project (CIP) 9526 for the purchase of the ATM for the Johnson Canyon Landfill.

### DISCUSSION & ANALYSIS

On December 22, 2014, the Authority assumed the operations of the Johnson Canyon Landfill which serves as the regional landfill for the Salinas Valley residents. Since then, the Authority has operated and overseen an efficient operation for the residents of the Salinas Valley.

The Johnson Canyon Landfill handles between 800-900 tons a day on average and is open seven days a week. To maximize density and maintain our capacity, the facility uses tarps to cover the waste at the end of the day instead of using dirt, which consumes valuable airspace. By using tarps staff can conserve airspace and maximize our density per cubic yard, which determines what our landfill's life expectancy may be.

The use of landfill tarps is a common industry practice for landfills to maximize density and capacity. Currently the facility deploys between 4-9 tarps daily, depending on the size of the active disposal area. Each tarp can cover approximately 5,000 square feet which makes our daily working face between 20,000 sf – 45,000 sf. The tarps are manually hooked up to one of the large dozers and pulled over the waste mass, while our staff stretches them out to maximize coverage.

Over the past couple of years, we have seen numerous injuries associated with the manual placement of the tarps at our very windy south county facility. The injuries have resulted in workers compensation claims, loss time, and increased premiums.

Additionally, the dragging of tarps over the active face can also result in tears in the tarps and wearing of the material. Our annual cost to purchase tarps ranges between \$20,000-\$36,000 annually.

The proposed ATM is made up of a deployer that attaches to the equipment and has an independent motor mounted on it that allows the equipment operator to roll up and unroll the tarps on the active face with a wireless remote from the dozer. The ATM can handle up to four (4) 30'x107' tarps on one machine. The tarps deployed are weighted down with cables and chains to eliminate the use of tires or other weighted object to hold down the tarps in the strong South County winds, thus eliminating the need for staff to walk on the waste. The ATM also unrolls the tarps on the waste mass eliminating the dragging of tarps and providing a longer lasting tarp by eliminating dragging.

Staff researched the different size units available and determined that the 30' wide machine was ideal for the Johnson Canyon Landfill. The proposal received from Southwestern Sales Co. is for two (2) deployers which can handle four (4) tarps each, and an additional four (4) tarps for a total overall coverage of 38,520 sf. Staff may still need to utilize one or two traditional tarps on occasion to cover the active face as needed but feels comfortable the attached proposal will be sufficient for our normal daily operations.

Staff solicited quotes from the two industry providers Southwestern Sales Co. (TarpArmor) and Tarpomatic. Below is a summary of quoted price:

Vendor	Model	Number of Units	Number of Spools	Tarps	Delivery Cost	Sales Tax	Total Cost
Southwestern Sales Co.	TDS30HS	2	0	12	\$9,600	*\$9,559.63	\$132,909.63
Tarpomatic Inc.	30'ATM	1	4	12	\$8,800	\$11,191.00	\$155,591.00

\*SVSWA will pay sales tax to State of California

## **BACKGROUND**

The Authority took over the operation of the Johnson Canyon Landfill on December 22, 2014, as a cost savings measure and to be able to react to mandated changes in the law, while reducing cost to our rate payers. One key component of our daily operations is to cover the active face to reduce vector and comply with local and state regulations, while also conserving the available airspace of the facility.

## **ATTACHMENT(S)**

1. Resolution
2. Exhibit A – Cost Proposal

**RESOLUTION NO. 2023 -**

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
AWARDING THE PURCHASE OF NEW AUTOMATIC TARPING MACHINES TO SOUTHWESTERN  
SALES CO. FOR AN AMOUNT OF \$132,910.**

**WHEREAS**, the Authority owns and operates the Johnson Canyon Landfill which serves the Salinas Valley residents as its regional facility; and,

**WHEREAS**, to maximize the capacity and increase density staff uses tarps to cover the waste mass daily to reduce the loss of airspace; and,

**WHEREAS**, the addition of Automatic Tarping Machines will reduce the amount of staff needed to cover on a daily basis while also reducing the risk of injury associated with walking on waste and manually stretching the tarps; and,

**WHEREAS**, the addition of Automatic Tarping Machines will allow the Authority to continue to maximize the landfills capacity, while protecting its employees and reducing cost associated with replacement of damage tarps.

**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 the Automatic Tarping Machines from Southwestern Sales Co., 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 18th day of May 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika Trujillo, Clerk of the Board

Roy Santos, Authority General Counsel

**SOUTHWESTERN SALES CO.**  
**P. O. BOX 1257**  
**ROGERS. AR 72757-1257**  
**4796366943**



**Order Number:** 0200317  
**Order Date:** 5/4/2023

**Salesperson:** SWS  
**Customer Number:** 24-SA05

**Sold To:**  
 SALINAS VALLEY SOLID WASTE AUTHORITY  
 128 SUN STREET SUITE 101  
 SALINAS, CA 93901  
 FAX#:831-755-1322

**Ship To:**  
 JOHNSON CANYON LANDFILL  
 31400 JOHNSON CANYON RD  
 ATTN: CESAR ZUNIGA 831-206-7918  
 GONZALES, CA 93926

**Confirm To:** CESAR ZUNIGA

Customer P.O.	Ship VIA	F.O.B.	Terms	Expires
RFQ 050423CZ-2REV	FLATBED		NET 30	7/3/2023

Item Number	Unit	Ordered	Shipped	Price	Amount
TDS30HS 30 FT TARP DEPLOYMENT SYSTEM	EACH	2	0	29,500.000	59,000.00
TDS SERIAL NO: _____, _____					
L/30X100MATM-TT 30'x107' TACTICAL TEXTILE MATM	EACH	12	0	2,380.000	28,560.00
4 tarps on each deployer. Two additional tarps covering or fan-folded to the side of each TDS on 2 separate flatbeds.					
L/CABLELOX30-F tarpLOX cable asmy 30 ft Tarp	EACH	72	0	225.000	16,200.00
6 cables per tarp.					
L/CHAIN3/8 3/8" PROOF COIL CHAIN FOR ADCs	FOOT	2,664	0	3.750	9,990.00

222 feet of chain per tarp  
 =PREPAID FREIGHT & ADD TO INVOICE=  
 \*\* TWO FLATBEDS FOR FREIGHT \*\*

Net Order:	113,750.00
Less Discount:	0.00
Freight:	9,600.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>123,350.00</b>



## Report to the Board of Directors

### ITEM NO. 11

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** May 18, 2023

**From:** Brian Kennedy – Engineering and Environmental  
Compliance Manager

**Title:** A Resolution Approving an Amended Agreement  
with George Amaral Ranches Inc. in the Amount of  
\$400,000 to Provide Water Service 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 and Compost Facility.

### FISCAL IMPACT

The Capital Improvement Project (CIP) 9509 has \$400,000 available which is sufficient funding to cover this request.

### DISCUSSION & ANALYSIS

The Board approved a water purchase agreement with Amaral Ranches, Inc. at the March 2023 Board meeting. After this approval, representatives of Amaral Ranches approached Authority staff requesting to make a minor amendment to the agreement. Specifically, the agreement provides that any future state, federal or local regulations affecting the water delivery would allow the agreement to be amended by mutual agreement. Amaral Ranches is asking to include a provision that provides for the termination of the agreement if such mutual agreement cannot be reached. This modification would also require that the pro-rated share of the remaining years of the 30-year water service agreement payment be reimbursed to the Authority in the event a mutual agreement is not reached.

### BACKGROUND

Access to an abundant supply of fresh water is a critical component of landfill operations. This water is used for dust control, fire suppression, and compost moisture conditioning. Seasonally, Authority staff is forced to procure fresh water supplies from off-site locations at the Johnson Canyon Landfills. This water procurement method adds considerable cost and inefficiency to site operations.

### ATTACHMENT(S)

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

## RESOLUTION NO. 2023 -

### **A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AN AMENDED AGREEMENT WITH GEORGE AMARAL RANCHES, INC. IN THE AMOUNT OF \$400,000 FOR WATER PURCHASE FOR THE JOHNSON CANYON LANDFILL**

**WHEREAS**, production of the existing wells used for daily water needs at the Johnson Canyon Road landfill is no longer able to produce a sustainable yield to meet daily demand; and

**WHEREAS**, the Authority has recognized the need for a new reliable source of fresh water for landfill and compost site operations; and

**WHEREAS**, due to high costs and speculative nature of drilling for water the Authority has engaged with a neighbor who is willing to enter into an agreement; and,

**WHEREAS** George Amaral Ranches Inc. is willing to provide the Authority fresh water through a long-term agreement; and

**WHEREAS** on March 16, 2023, the Authority adopted Resolution No. 2022-xx approving a water purchase agreement with George Amaral Ranches; and

**WHEREAS** George Amaral Ranches Inc. subsequently approached the Authority asking to make a minor clarification in the agreement language.

**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 the amended 30-year agreement in the amount of \$400,000 with George Amaral Ranches Inc. for water delivery 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 18th day of May 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

---

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

---

Erika J. Trujillo, Clerk of the Board

---

Roy C. Santos, Authority General Counsel



## GROUND WATER PURCHASE AGREEMENT

This Ground Water Purchase Agreement ("Agreement") is made and entered into this 16th day of March, 2023 ("Agreement Date"), between the SALINAS VALLEY SOLID WASTE AUTHORITY ("AUTHORITY"), a California Joint Powers Authority, and George Amaral Ranches, Inc. ("PROPERTY OWNER"), pursuant to the following recitals, which are a substantive part of this agreement:

### RECITALS

A. The AUTHORITY owns real property located at the Johnson Canyon Landfill in the County of Monterey.

B. The AUTHORITY wishes to purchase up to and including eighty thousand (80,000) gallons per day of ground water which will be pumped from the PROPERTY OWNER's land which is adjacent to the AUTHORITY's Johnson Canyon Landfill.

C. The AUTHORITY and PROPERTY OWNER desire to enter into a ground water purchase agreement allowing the AUTHORITY to purchase ground water in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, AUTHORITY and PROPERTY OWNER agree as follows:

### AGREEMENT

1. Ground Water Purchase and Term. The PROPERTY OWNER shall provide AUTHORITY up to and including eighty thousand (80,000) gallons per day of ground water which shall be pumped from the PROPERTY OWNER's land adjacent to the AUTHORITY's Johnson Canyon Landfill. The initial term of this Agreement shall be Thirty (30) years, commencing on the 1st day of June, 2023, with the option of two (2) ten (10) year extensions upon mutual agreement of the Parties. Except as may herein be otherwise provided relative to the termination by AUTHORITY, this Agreement may be terminated at any time by either party after the first twenty (20) years of the original thirty (30) year term of this Agreement by giving one (1) year written notice in advance. The Parties may amend this Agreement at any time with mutual consent to revise the gallons of ground water per day and/or other provisions of this Agreement.

The Parties may, via written agreement, terminate this Agreement should the PROPERTY OWNER upon exercising reasonable due diligence be unable to supply the AUTHORITY with the ground water as established within this Agreement or any amendment entered into by the Parties. The PROPERTY OWNER shall repay the AUTHORITY a prorated portion of the four hundred thousand dollar (\$400,000.00) purchase price of the ground water based upon the remaining original term of this Agreement at the time of the termination. As such, the PROPERTY OWNER shall retain from the purchase price a maximum of thirteen thousand, three hundred and thirty three dollars (\$13,333.00) per year of the original term of this Agreement which is completed as of the time the Parties terminate this Agreement.

Transfer of ownership of the PROPERTY OWNER's adjacent property from which the up to eighty thousand (80,000) gallons per day of ground water shall be extracted and pumped to the AUTHORITY's adjacent Johnson Canyon Landfill shall not terminate this Agreement or the requirements therein and any transferee shall be bound by this Agreement. As such, any transferee shall be responsible for the delivery of the required gallons per day of ground water as established within this Agreement and/or any amendment to this Agreement.

a. Change In Law. The Parties may, upon mutual agreement, amend the terms of this Agreement should any new state, federal and/or local statute, regulation or ordinance materially alter the ability of PROPERTY OWNER to perform the requirements as set forth within this Agreement. If a mutual agreement cannot be reached the agreement will terminate and remaining years of agreement shall be refunded as detailed in section one (1) Agreement, listed above.

b. Well Repairs. If the PROPERTY OWNER is unable to provide water from its well or wells as required within this Agreement due to no fault of there own, the PROPERTY OWNER shall not be in breach of this Agreement during the time period in which PROPERTY OWNER is taking reasonable steps to repair the well and/or wells and restore water flow to the AUTHORITY.

2. Pump Station Electricity. The Parties agree to share the electricity costs necessary to operate the pumping station which shall supply the ground water purchased pursuant to this Agreement to the AUTHORITY. The AUTHORITY shall only pay it proportional share of the electricity costs associated with the pumping of the ground water from the PROPERTY OWNER's adjacent land to the Johnson Canyon Landfill. Cost shall be determined based usage, which shall be tracked using meters on the delivery line to the Authority and a meter at the well. The cost of the dedicated well electrical meter will be divided by the overall units metered at the well and then taking the units metered to the Authority multiplying them to determine the fair electrical cost.

3. Ground Water Purchase Cost. The AUTHORITY shall pay PROPERTY OWNER a one (1) time payment in the amount of four hundred thousand dollars (\$400,000.00) for the rights to purchase and receive up to and including eighty thousand (80,000) gallons per day of ground water from PROPERTY OWNER's adjacent property to the Johnson Canyon Landfill.

a. Change In Law. The Parties may, upon mutual agreement, amend this Agreement to address any newly imposed fees or costs lawfully enacted by state, federal and/or local statute, regulation or ordinance.

4. Governing Rules. The Parties hereby agree to obey any and all rules, regulations, laws, ordinances, and mandatory requirements of State, Federal, and Local law, ordinance and/or any amendments, changes or alterations to the said laws, ordinances and/or regulations, as may be periodically adopted relating to ground water extraction and pumping.

5. Successors and Assignment. This Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto, but shall not be assigned by the AUTHORITY without the prior written consent of PROPERTY OWNER, which consent shall not be unreasonably withheld by the PROPERTY OWNER.

6. Enforcement. If either party commences an action against the other party arising out of or in connection with this Agreement, the party prevailing in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

7. Waiver. The waiver by a party of any breach shall not be construed to be a continuing waiver of any subsequent breach.

8. Taxes, Assessments, and Fees. The AUTHORITY shall not be responsible for paying any taxes, assessments or fees relating to the ground water or pumping said ground water, except as expressly stated within this Agreement.

9. Relationship of Parties. PROPERTY OWNER is not, nor shall it become or be deemed to be, a partner or a joint venturer with AUTHORITY by reason of the provisions of this Agreement nor shall this Agreement be construed to authorize either party to act as the agent for the other.

10. Notice. Any notice, demand, request, consent, approval, or communication that 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 registered mail at the address of such party as provided below, or to any such address as such party shall notify the other in writing. Notice shall be deemed communicated when received if personally served or three (3) days after mailing if mailed.

11. Effect of Termination of this Agreement. Termination of this Agreement shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration, or thereafter in case by the

terms of this Agreement it is provided that anything shall or may be done after termination or expiration hereof.

12. Amendments. This Agreement shall not be modified or amended in any way except in writing signed by the parties hereto.

13. Interpretation. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Time is of the essence of this Agreement.

14. Entire Agreement. This Agreement contains all the agreements of the parties concerning the subject matter of it. Further, this Agreement shall supersede all prior agreements entered into between AUTHORITY and the PROPERTY OWNER relating the purchase of ground water.

15. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

16. Construction. Headings at the beginnings of sections or subsections are solely for the convenience of the parties and are not a part of nor should they be used to interpret this Agreement. The singular form shall include the plural, and vice-versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

17. Voluntary Agreement; Authority to Execute. PROPERTY OWNER and AUTHORITY each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with counsel of their choosing if desired, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective party.

18. Binding Effect; Choice of Law. This Agreement shall be binding upon the Parties, their successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Agreement shall be initiated in the Superior Court of the State of California for the County of Monterey.

19. Contact Information. AUTHORITY shall notify PROPERTY OWNER within thirty (30) days of any changes to AUTHORITY'S address, phone numbers or other contact information.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year first above written.

**AUTHORITY:**


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

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

Dated: \_\_\_\_\_

**PROPERTY OWNER:**

**GEORGE AMARAL RANCHES, INC.**, a  
corporation

By:  \_\_\_\_\_  
George Amaral, \_\_\_\_\_

Dated: 4-27-2023

ATTEST:

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

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

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



## Report to the Board of Directors

### ITEM NO. 12

Finance Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** May 18, 2023

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

**Title:** A Resolution Awarding the Purchase of One  
Used 2015 John Deere 210KEP Loader to Herc  
Rentals for an Amount of \$51,396.75

### RECOMMENDATION

Staff recommend adoption of the resolution awarding the purchase of one (1) used 2015 John Deere 210KEP loader from Herc Rentals for the amount of \$51,396.75.

### STRATEGIC PLAN RELATIONSHIP

The used 210KEP John Deere loader will be used by our Diversion Workers II at all our Johnson Canyon Landfill to assist with diversion of recyclables, winterization task, and facility maintenance. This item has no direct Strategic Plan impacts.

### FISCAL IMPACT

Funding for this purchase is included in the 2022-23 Fiscal Year Budget. There is sufficient funding available within Capital Improvement Project (CIP) 9526 for the purchase of the 2015 John Deere 210KEP loader.

### DISCUSSION & ANALYSIS

On December 22, 2014, the Authority assumed the operations of the Johnson Canyon Landfill which serves as the regional landfill for the Salinas Valley residents. Since then, the Authority has operated and overseen an efficient operation for the residents of the Salinas Valley.

The facilities current small loader is a 2008 Caterpillar 414 loader with a tier 3 engine. The unit had some major repairs that would potentially exceed its value if completed. The existing unit is also slated to become non-compliant with California Air Resources Board (CARB) requirements of having an engine that is Tier 4 or newer by 2026.

The proposed unit would be used by staff to continue to pull recyclable materials from large diversion rich loads that are received at the active face, complete annual winterization task, and facility maintenance.

Staff solicited used units that meet the criteria required. Our search involved finding an acceptable unit, in good condition, low mileage, within California, and meeting California Air Resources Board (CARB) regulations. Below is a summary of the units looked at and the quoted price:

Vendor	Make Model	Hours	Sales Price	Delivery Cost	Sales Tax	Total Cost
Herc Rentals	2015 John Deere 210KEP	3,226	\$47,500	\$200	\$3,696.75	\$51,396.75
PAPE Rentals	2019 Joh Deere 210KEP	2,482	\$74,500	\$300	\$5,797.00	\$80,597
PAPE Rentals	2019 John Deere 210KEP	2,417	\$74,500	\$300	\$5,797.00	\$80,597
PAPE Rentals	2019 Joh Deere 210KEP	2,525	\$74,500	\$300	\$5,797.00	\$80,597

## **BACKGROUND**

On December 22, 2014, the Authority assumed the operations of the Johnson Canyon Landfill which serves as the regional landfill for the Salinas Valley residents. Since then, the Authority has operated and overseen an efficient operation for the residents of the Salinas Valley.

## **ATTACHMENT(S)**

1. Resolution
2. Exhibit A – Herc Rentals Cost Proposal

## RESOLUTION NO. 2023 -

### A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AWARDING THE PURCHASE OF ONE USED 2015 JOHN DEERE 210KEP LOADER TO HERC RENTALS FOR AN AMOUNT OF \$51,396.75

**WHEREAS**, the Authority owns and operates the Johnson Canyon Landfill which serves the residents of the Salinas Valley as its regional facility; and,

**WHEREAS**, the staff at the Johnson Canyon Landfill is tasked with diversion recyclables from large commercial loads, completion of winterization task, and facility maintenance; and,

**WHEREAS**, the addition of a 2015 John Deere 210KEP loader will assist with the above mentioned facility task at the Johnson Canyon Landfill, while also replacing and older unit that will no longer meet California Air Resources Board compliance in 2026.

**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 2015 John Deere 210KEP loader from Herc Rentals for \$51,396.75, 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 18th day of May 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

---

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

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Erika Trujillo, Clerk of the Board

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Roy Santos, Authority General Counsel



718 ABBOTT STREET  
SALINAS, CA 93901  
831-751-2444

Please make check payable to:  
HERC Exchange LLC  
Remit To:  
PO BOX 936257  
ATLANTA, GA 31193  
800-654-4740

## Job Site:

JOHNSON CANYON LANDFILL  
31400 JOHNSON CANYON ROAD  
GONZALES, CA 93926

C#: 831-775-1322 J#: 831-809-0336

## Customer: 2804906

SALINAS VALLEY SOLID WASTE AUT  
128 SUN ST  
SALINAS, CA 93901

## EQP SALE RESERVATION

\*\* COPY \*\*

Invoice #... 55053576-000  
Invoice date 5/09/23 8:41  
Employee....  
Date in.....  
Job Loc.....  
Job No..... 2 - JOHNSON CYN  
P.O. #..... QUOTE  
ORDERED BY:  
Terms..... Due Upon Receipt  
Est# Days: 0 / 0

Qty	Equipment #	Price	Amount
1	800053512 CC: 275-2200 TRACTOR SKIPLOADER 60-90HP 4WD DSL	47300.00 HR OUT: 3225.90	47300.00
	Make: DEERE Model: 210KEP Serial #: 1T8210EKEFG892384		
	DELIVERY CHARGE		200.00
	Taxable Sub-total: 47500.00	Sub-total:	47500.00
		Tax:	3,696.75
		Total:	51396.75
<p>Herc Rentals Inc. does hereby transfer, set aside and assign all of its rights, (but not its obligations), to sell the equipment described in this quote, to HERC Exchange LLC pursuant to the HERC/HERC Exchange LLC Master Exchange Agreement. Notice is hereby given that all of HERC's rights, (but not its obligations), to sell the equipment described in this quote, have been assigned to HERC Exchange LLC pursuant to the HERC/HERC Exchange LLC Master Exchange Agreement.</p>			

Print Customer Name

Title

Customer Signature

Date



Carefully read the terms and conditions on reverse side of this page



## TERMS AND CONDITIONS OF SALES

1. The Seller's acceptance of Buyer's Order is expressly limited to and conditioned upon Buyer's assent to the terms and conditions listed herein. Buyer's execution of this Sales Order shall constitute Buyer's acceptance of the purchase price and Equipment listed on the reverse side hereof ("Equipment") and of the terms and conditions contained in this Sales Order, and the exclusion of any terms and conditions otherwise stated by Buyer or contained in Buyer's purchase documents or correspondence which conflict with or limit the terms and conditions contained herein.
2. This Sales Order is subject in all respects to approval and acceptance by Seller at its home office and when so accepted is binding upon both parties, but Buyer waives notice of such acceptance. If the Equipment listed on the reverse side hereof is not in Seller's stock, this Sales Order is also subject to manufacturer's availability.
3. If Buyer checks the box on the reverse side hereof indicating that the Equipment will be shipped to Buyer, Seller shall deliver all goods to a carrier for transport to Buyer's place of business or as otherwise directed in writing. Buyer assumes all responsibility for loss or damage to the Equipment from any cause upon delivery to the carrier ("FOB Shipment") and title to the Equipment shall pass to Buyer at such time. If Buyer checks the box on the reverse side hereof indicating that Buyer is picking up the Equipment, Buyer assumes all responsibility for loss or damage to the Equipment from any cause at time of its execution of this Sales Order ("FOB Order") and title to the Equipment shall pass to Buyer at such time.
4. The prices specified on the reverse side hereof do not include any Federal, State, or local taxes which may be assessed or levied with respect to any of the Equipment ordered by Buyer. The amount of such taxes will be paid by Buyer, will be billed to Buyer, and will be due and payable upon presentation of an invoice therefor. If such taxes are paid by Seller, any sum so paid will be charged and will be paid upon presentation of an invoice therefor.
5. All transportation, rigging and drayage charged for the Equipment from Seller's shipping point will be borne by Buyer.
6. Prices for the Equipment are stated on the reverse side hereof and are net due on invoice and all payments are non-refundable unless otherwise stated on the front of this Sales Order. In the event that the manufacturer's applicable price is increased prior to delivery of the Equipment under this Sales Order, the price of undelivered units hereunder will be increased to reflect Seller's price at the time of delivery of the undelivered Equipment to Buyer.
7. Should Buyer default in any of its obligations to Seller hereunder or remove any or all of the said Equipment from the premises of Buyer, without consent of Seller, or in the event that Buyer shall mortgage or part with possession of same without consent of Seller, or in the event that Buyer becomes insolvent or makes an assignment for the benefit of creditors, or in the event that a petition is filed by or against Buyer under the Bankruptcy Act (including, without limitation, a petition for reorganization, arrangement or extension), or under any other insolvency law or laws providing for the relief of debtors, then if, and to the extent, permitted by law, Seller shall have the right without prior notice to Buyer to enter into and upon the premises where the Equipment covered by this Sales Order may be found and take possession thereof, without further proceedings, and Seller may without notice declare this Agreement terminated and may retain the consideration received by it thereunder as liquidated damages. Should a claim hereunder be placed by Seller in an attorney's hands for collection, or in the event of other litigation, reasonable attorney's fees and costs will be paid by Buyer to Seller. Buyer will join Seller in executing one or more financing statements or other documents in form satisfactory to Seller and Buyer agrees to do and hereby appoints Seller its attorney-in-fact to do, at the option of Seller and at Buyer's expense all acts which Seller may deem necessary or desirable to protect and continue perfected the security interest contemplated herein.
8. Seller will not be liable for delays in shipment or performance nor will Buyer be excused from performance because of such delays.
9. Any failure of performance by Seller hereunder which is due to causes beyond Seller's control, including, but not limited to, acts of civil or military authority, national emergencies, labor difficulties, fire, flood, or other catastrophes, Act of God, quarantine, insurrection, war, riots, failure of transportation, and delays of suppliers, shall not be deemed to be a default by Seller.
10. Seller agrees to the extent they are assignable, to assign or otherwise afford to Buyer, without recourse to Seller, the benefit of any manufacturer's or vendor's warranties with respect to the Equipment received by Seller. Notwithstanding the foregoing, Seller tenders the Equipment to Buyer, "AS IS, WHERE IS". NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXTENDED AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES IN CONNECTION WITH THE SALE OF THE EQUIPMENT, SELLER WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, CONSEQUENTIAL OR SPECIAL, ARISING UNDER STATUTES, THROUGH NEGLIGENCE OR OTHERWISE; SUCH DAMAGES BEING HEREBY EXPRESSLY WAIVED. Seller will not be liable for infringements of any type resulting from the sale, performance or use of the Equipment.
11. This Sales Order, including only modifications or additions agreed to in writing by Seller, expresses the entire understanding of the parties with reference to the subject matter hereof, and no representations or agreements modifying or supplementing the terms of the Sales Order shall be valid unless in writing signed by a person authorized to sign Agreements on behalf of each party.
12. Should Buyer fail to pay any invoice to Seller in accordance with the terms of Seller's invoice, Buyer shall pay to Seller interest on such delinquent payment from the date payment was due until paid at the rate of 1 1/2% per month unless a lower rate is the maximum rate allowable by the laws of the jurisdiction in which Buyer's principal place of business is located. Any provision herein that may be invalid or illegal in any state shall fail by itself in that State, but shall in no way be held to invalidate any of the remaining provisions otherwise not invalid or illegal.
13. Claims for shortages of shipment under this Sales Order or other claims or disputes relating to the Equipment must be made by Buyer and delivered to Seller in writing within ten (10) days after delivery of such shipment to Buyer or such claim or dispute shall be waived by Buyer.
14. In no event will Seller be liable for any direct, indirect, consequential or special damages, or loss of profits.
15. Buyer will indemnify and save Seller harmless from all claims, expenses, liability and damages resulting from injuries to persons or damage to property arising from or connected with the Equipment, or the Equipment's use, operation or failure to operate after shipment of same to Buyer, possession of same by Buyer or any act or omission of Buyer or its employees or agents.
16. This Sales Order is not transferable in whole or in part without Seller's prior written consent.
17. California Disclosure Requirement: Any on-road heavy-duty diesel, alternative-diesel or off-road heavy-duty diesel vehicle operated in California may be subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles. It, therefore, could be subject to exhaust 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/dieselftruck>.



## Report to the Board of Directors

### ITEM NO. 13

Finance Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** May 18, 2023

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

**Title:** A Resolution Awarding the Purchase of One Used 2019 Hitachi Excavator to Americ Machinery Corporation for an Amount of \$154,998.38 for the Johnson Canyon Landfill

### RECOMMENDATION

Staff recommend adoption of the resolution awarding the purchase of one (1) used 2019 Hitachi Excavator from Americ Machinery Corporation for the amount of \$154,998.38.

### STRATEGIC PLAN RELATIONSHIP

The used Hitachi Excavator will be used by our Diversion Systems Maintenance Workers at all our Johnson Canyon Landfill to assist with diversion of recyclables accepted at both our Construction and Demolition (C&D) and Organic Depackaging Programs. The additional of equipment for these two diversion programs falls in line with the Board of Directors established priority to comply, adapt, and respond to regulatory changes.

### FISCAL IMPACT

Funding for this purchase is included in the 2022-23 Fiscal Year Budget. There is sufficient funding available within Capital Improvement Project (CIP) 9526 for the purchase of the 2019 Hitachi Excavator.

### DISCUSSION & ANALYSIS

On December 22, 2014, the Authority assumed the operations of the Johnson Canyon Landfill which serves as the regional landfill for the Salinas Valley residents. Since then, the Authority has operated and overseen an efficient operation for the residents of the Salinas Valley.

The facility has established a few programs over the past few years to address State Bill 1383 which mandates the diversion of organic materials from landfills within the State of California. The Johnson Canyon Landfill currently has an established organics depackaging facility tasked with processing and removing packaging from commercial food waste loads and packaged salads.

The Johnson Canyon Landfill is also gearing up to start up its C&D sort line to recover clean wood, metal and other recyclables from C&D loads received at the facility. The addition of the 2019 Hitachi Excavator will be used at both facilities to handle and process material.

Staff solicited used units that meet the criteria required. Our search involved finding an acceptable unit, in good condition, low mileage, within California, and meeting California Air Resources Board (CARB) regulations. Below is a summary of the units looked at and the quoted price:

Vendor	Make Model	Hours	Sales Price	Delivery Cost	Sales Tax	Total Cost
United Rental	2016 Kobelco	5,771	\$121,605	\$800	\$9,486.39	\$131,891.39
Quinn Equipment	2017 Caterpillar	3,175	\$163,500	\$1000	\$12,748.75	\$177,248.75
Americ Machinery Corporation	2019 Hitachi	<b>2,174</b>	\$143,850	\$0	\$11,148.38	<b>\$154,998.38</b>
Westrax Equipment	2019 Kobelco	2,200	\$155,000	\$900	\$12,082.25	\$167,982.25

Staff choose the unit quoted by Americ Machinery Corporation based on overall machine hours, cost, and the condition of the unit, plus it also comes with a thumb bucket attachment for grabbing and removing items from waste material piles and loading materials into processing equipment.

## BACKGROUND

On December 22, 2014, the Authority assumed the operations of the Johnson Canyon Landfill which serves as the regional landfill for the Salinas Valley residents. Since then, the Authority has operated and overseen an efficient operation for the residents of the Salinas Valley. The facility has implemented a depackaging facility and C&D processing facility in response to SB1383 which mandates diversion of organic materials from landfill disposal.

## ATTACHMENT(S)

1. Resolution
2. Exhibit A – Americ Machinery Corporation Cost Proposal

## RESOLUTION NO. 2023 -

### **A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY AWARDING THE PURCHASE OF ONE USED 2019 HITACHI EXCAVATOR TO AMERIC MACHINERY CORPORATION FOR AN AMOUNT OF \$154,998.38**

**WHEREAS**, the Authority owns and operates the Johnson Canyon Landfill which serves the residents of the Salinas Valley as its regional facility; and,

**WHEREAS**, the Johnson Canyon Landfill has established a Organics processing and Construction and Demolition processing programs in respond to SB1383 mandates which require diversion of organic materials from landfills in California; and,

**WHEREAS**, the addition of a 2019 Hitachi Excavator will assist with diversion or organics received from commercial processing facilities and diversion of clean recyclables such as wood, metal, and other divertible commodities from construction and demolition materials delivered to the Johnson Canyon Landfill.

**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 2019 Hitachi Excavator from Americ Machinery Corporation for \$154,998.38, 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 18th day of May 2023, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

---

Anthony Rocha, President

ATTEST:

APPROVED AS TO FORM:

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Erika Trujillo, Clerk of the Board

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Roy Santos, Authority General Counsel



# Americ Machinery Corporation Quote

690 Walnut Avenue  
Suite 120  
Vallejo CA 94592  
Phone: (707) 360-1600 Fax (707) 360-4413  
www.americmachinery.com

**Date** 5/11/2023  
**Order #** 02457  
**Terms** Payment in Advance  
**Sales Rep** Rob Hobbs  
**Ship Date** 5/11/2023  
**Shipping Terms** EXW - Vallejo Yard

## Bill To

Cesar Zuniga  
Salinas Valley Solid Waste Authority  
128 Sun Street  
Salinas CA 93901

## Ship To

Cesar Zuniga  
Salinas Valley Solid Waste Authority  
31400 Johnson Canyon Road  
Gonzales CA 93926

Category	Manufacturer	Item	Year	Location	Amount
EXCAVATOR	HITACHI	ZX225USR-6 #503115 2,174 HR Meter.	2019	Vallejo, CA	\$0.00
ATTACHMENT	TAG	THUMB 214-0200A #137762-01 HR Meter.			\$0.00
		Package Price HR Meter.			\$143,850.00

## 1- Wire Transfer

Bank: Bank of America., 690 Walnut Ave., Suite 120  
Vallejo, CA 94592  
Account Name: Americ Machinery Corporation  
Account Number: 1291684443 Federal Wire Routing: 026009593  
Swift Code Number: BOFAUS3N Reference: 02457

## 2- Cashier's Check

Make checks payable to "Americ Machinery Corporation"

<b>Subtotal</b>	\$143,850.00
<b>Tax (7.75%)</b>	\$11,148.38
<b>Total</b>	\$154,998.38

## Notes:

Shipping included.

## Disclaimer:

1. This Equipment is sold "AS IS" without any warranties expressed or implied. It is the responsibility of the BUYER to determine the actual condition of the equipment. It is your right to do your own inspection or use a third party to inspect the machine for you. If you, as a Buyer, wish to have the equipment inspected by an independent mechanic, please do so before you purchase the equipment as all Sales are Final.
2. You agree to use or resell the above product for civil purposes only to comply with US Security Trade Control Regulations. If you plan to use it for other purposes, you must inform Americ.
3. Purchaser shall indemnify and hold harmless Americ, its employees, and agents, against any and all loss, liability, damages, claims, demands, costs and expenses, of whatsoever nature, arising out of, in connection with, or resulting from the possession, use or operation of the Equipment purchased from Americ.
4. 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>
5. Shipping terms for domestic sales are based on the Uniform Commercial Code and shipping terms for international sales are based on the Incoterms 2010.
6. For customer pick-up, Americ Machinery Corp. has no obligation to load equipment(s).



## Report to the Board of Directors

**Date:** May 18, 2023  
**From:** Mandy Brooks, Resource Recovery  
**Title:** Update on AB 939 Fee Allocations

### ITEM NO. 14

N/A

Finance and Administration  
Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Authority General Counsel

## THE ATTACHED PRESENTATION WILL BE GIVEN AT THE MEETING

### Attachment

1. Power Point Presentation

Item No. 14

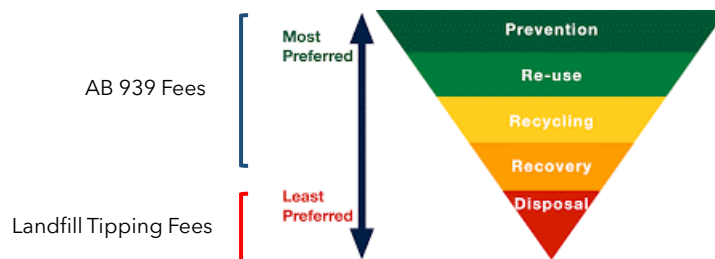


## AB 939 Fee Allocations

Board of Directors Meeting  
May 18, 2023

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## AB 939 Programs



Item No. 5

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# AB 939 Programs & Services



Public Outreach,  
Education, & Marketing



Landfill & Transfer  
Stations



Recycling Centers at  
Madison Lane, Johnson  
Canyon & Jolon Rd

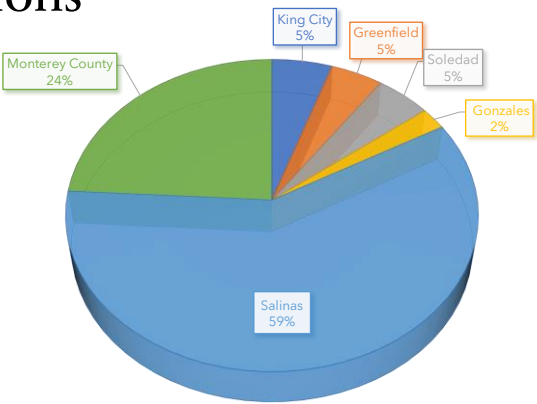


Household Hazardous  
Waste (HHW) & ABOP's  
*(Antifreeze, Batteries, Oil & Paint)*

## FY 2023- 2024 AB 939 Fee Contributions

City/County	Contribution* (\$)
Salinas	\$ 2,428,615
Monterey Co.	\$ 987,520
King City	\$ 213,915
Greenfield	\$ 183,760
Soledad	\$ 196,570
Gonzales	\$ 92,620
<b>TOTAL</b>	<b>\$ 4,103,000</b>

*\*Based on landfill tonnages*





# AB 939 - \$5.06M Total Budget

## \$4.1 Million

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



## \$957,790

- Remainder of budget is funded through disposal (solid waste) tipping fees or other funding sources

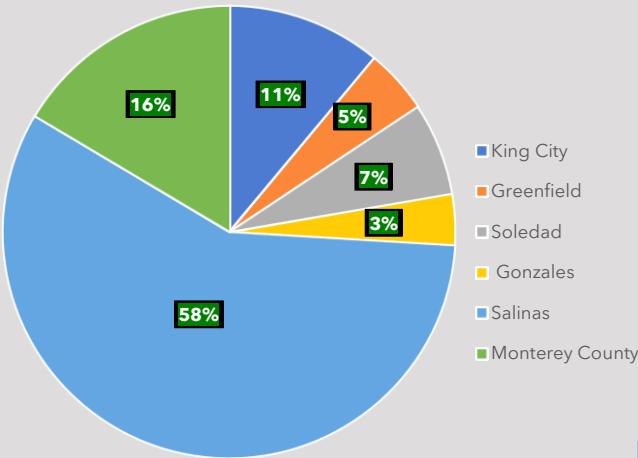


Item No. 5

5

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# FY 2022 – March 2023 AB 939 Fee - Percent (%) of Use



City/County	*Use Allocation (\$)
Salinas	\$ 2,915,873
Monterey Co.	\$ 831,589
King City	\$ 558,249
Greenfield	\$ 235,216
Soledad	\$ 337,442
Gonzales	\$ 182,429
TOTAL	\$ 5,060,798

\*Based on tonnage, activities, events, and facility data

Item No. 5

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[illegible]

## Public Ed & Outreach by Jurisdiction

FY 2022 - March 2023

Jurisdiction	Event (%)	In Person (%)	Office Contact (%)
City of Gonzales (4%)	8	5	4
City of Greenfield (8%)	6	13	11
City of King (25%)	9	68	21
City of Salinas (43%)	21	51	93
City of Soledad (14%)	6	23	24
Monterey County (12%)	12	16	18

City/Co. (Percent of total contacts by SVR)

■ Event ■ In Person ■ Office Contact

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# Examples of Public Outreach & Education



**Events:** Our Lady of Solitude Fiesta in Soledad, School Resource Fair in Greenfield, Blue Zones Kickoff Celebration in King City & Gonzales, Family Fun Festival in Prunedale, and Salinas Farm Day & Salinas Parade of Lights



**Schools:** Soledad Unified School District, Alisal Union School District in Salinas, Buena Vista School & Pajaro School District - County (Contacted schools in Greenfield (6), Gonzales (3), and King City (6))



**Businesses/MF:** Casa de Oro MF, Gonzales, Santa Elena Mobile Home Park, Soledad, Flora California in Greenfield, Braga Fresh and El Taco Bravo in King City, La Soledad Bakery (E Alisal), Aloha Hawaiian BBQ (N Main) and Alvarado Street Brewery in Salinas, D'Arrigo Brothers Cooler & Rancho Cielo in County



**Media:** New Brochure and Social Media Campaign for new Residential and Commercial/MF Food Scraps Program



**Cleanup Events:** Gonzales, Soledad, Greenfield, King City, Pajaro, Prunedale, Lockwood, & San Ardo

Item No 5

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## Comments or Questions?



**Thank you**

Mandy Brooks

Resource Recovery Manager

Item No 5

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# SVR Agenda Item - View Ahead 2023

ITEM NO. 15

	Jun	Jul	Aug	Sep	Oct	Nov
1	Minutes	MEETINGS RECESS	Minutes	Minutes	Minutes	Minutes
2	Claims/Financials (EC)		May Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3	Member Agencies Activities Report		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4	Pacific Crest Engineering Inc. Agreement Amendment		June 30 Cash & Investments Report (EC)	New FY Grants & CIP Budget (EC)	September 30 Cash & Investments Report	3rd Qtr. Tonnage & Diversion Report
5	Clean Earth Agreement Amendment		Member Agencies Activities Report		BD/EC Meetings Schedule	
6	Blue Strike Environmental Amendment No. 2		2nd Qtr. Tonnage & Diversion Report			
7	JCLF Lease Agreement w/Pacific Carbon Capture, LLC22 (EC)		Operations and Environmental Compliance Update			
8	Landfill Gas Well Drilling Services Agreement					
9	HHW Agreement Amendment					
10						

Consent

Presentation

Consideration

Closed Session

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

(EC) Executive Committee

(sp) Strategic Plan Item