



AGENDA Regular Meeting

BOARD OF DIRECTORS

June 20, 2024 | 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. 886 4051 3887 | Passcode: 301652

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 success.
- ✓ 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.
- ✓ Remain engaged and focused on the agenda and meeting.
- ✓ 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, *Vice President*
 Soledad: Fernando Ansaldo-Sánchez
 Greenfield: Drew Tipton
 King City: Robert S. Cullen

Alternate Directors

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

TRANSLATION SERVICES AND OTHER MEETING ANNOUNCEMENTS

Translation Services in Spanish will be available in person and by logging in to Zoom.
Meeting ID: 886 4051 3887 | Passcode: 301652

APPROVAL OF AGENDA

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

GENERAL LEGAL COUNCIL COMMENTS

BOARD DIRECTOR COMMENTS

PUBLIC COMMENT

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

CONSENT AGENDA:

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

1. [Minutes of the May 16, 2024 Meeting.](#)
2. [April 2024 Claims and Financial Report.](#)
3. [Member and Interagency Activities Report for May 2024.](#)
4. [A Resolution Approving Supplemental Appropriation of \\$22,262 for CalRecycle's Beverage Container Recycling City/County Payment Program 2023-24.](#)

5. [A Resolution Approving a Three-Year Professional Services Agreement with Geo-Logic Associates to Provide Groundwater Monitoring Services and other Routine and Non-Routine Landfill Engineering Services in the Amount of \\$1,084,001.](#)
6. [A Resolution Approving the Regular Board of Directors and Executive Committee Meetings Calendar for 2024, Changing the Executive Committee Meetings to 2:30 P.M. Wednesday, Two Weeks Before Each Regular Board Meeting.](#)
7. [A Resolution Approving a Professional Service Agreement with Blue Strike Environmental for Project Management Services for the Regional SB 1383 Grant Programs for FY 23-24, FY 24-25, and FY 25-26 and Annual Expenditures in an Amount of \\$250,000.](#)
8. [A Resolution Declaring Surplus Property and Authorizing the General Manager /CAO to Dispose of Property.](#)
- 9A. [A Resolution Approving Annual Expenditure in the Amount of \\$56,000 with Emaculant Cleaning Services for Janitorial Services for Fiscal Year 2023-24.](#)
- 9B. [A Resolution Approving Annual Expenditure in the Amount of \\$70,000 with Manuel Perea Trucking for Equipment Maintenance & Transport Services for Fiscal Year 2023-24.](#)
10. [A Resolution Approving Amendment No. 1 to the Professional Services Agreement with Atlas Organics, a Generate Upcycle Company, for Organics Processing, Composting, and Product Marketing Services at the Johnson Canyon Landfill.](#)

CONSIDERATION

11. [NORTH COUNTY PUBLIC TRANSFER STATION DRAFT DRAWINGS](#)
 - A. Receive Report from Cesar Zuñiga, Asst. General Manager/Operations Manager and Brian Kennedy, Engineering and Environmental Compliance Manager
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | *Recommended Action – Provide Input and Direction*

PRESENTATION

12. [2024 LANDFILL OPERATIONS OVERVIEW](#)
 - A. Receive Report from Cesar Zuñiga, Asst. General Manager/Operations Manager
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | *Recommended Action – None; Informational Only*
13. [2024-25 STRATEGIC PLAN MID-YEAR UPDATE](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | *Recommended Action – None; Informational Only*

FUTURE AGENDA ITEMS

14. [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 through Zoom using the link below. Join with computer audio at:

<https://us02web.zoom.us/j/88640513887?pwd=DF8f0xDyLCWhL7SRfMz9BBYrjAQ03Q.YkSv5VugwnqYv2ie.>

When ready to make a public comment, click the Raise Hand icon.

To participate by telephone dial any of the numbers listed below and enter the meeting ID number and passcode:

+1 669 900 9128	+1 253 215 8782	+1 346 248 7799
+1 301 715 8592	+ 1 312 626 6799	+ 1 646 558 8656

Enter Meeting ID: 886 4051 3887#	Passcode: 301652
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. Comments must be received by 3 p.m. on Thursday, June 20, 2024 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, 126 Sun St., Salinas, on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, and the Authority's Website on **Friday, June 14, 2024**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on **Thursday, August 15, 2024**. Staff reports for the Authority Board meetings are available for review at: ▶ Salinas Valley Solid Waste Authority: 126 Sun Street, Salinas, CA 93901, Phone 831-775-3000 ▶ Web Site: www.salinavalleyrecycles.org. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. *Se proporcionará interpretación a español.*

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
BOARD MEETING
MAY 16, 2024**

117 Fourth Street, Gonzales, Ca 93926

CALL TO ORDER

President Rocha called the meeting to order at 6:00 p.m.

ROLL CALL

Board Directors

County of Monterey	Glenn Church, <i>Alternate Vice President</i>
County of Monterey	Luis Alejo, <i>Alternate (arrived at 6:13 p.m.)</i>
City of Salinas	Anthony Rocha, <i>President</i>
City of Salinas	Andrew Sandoval <i>(left at 7:20 p.m.)</i>
City of Gonzales	Scott Funk, <i>Alternate</i>
City of Soledad	Fernando Ansaldo-Sánchez
City of Greenfield	Drew Tipton

Absent

County of Monterey	Christopher M. Lopez
City of Salinas	Carla Viviana Gonzáles
City of Gonzales	Liz Silva
City of King	Robert Cullen

Staff Member Present

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

MEETING ANNOUNCEMENTS

(6:01) Clerk of the Board Trujillo announced in Spanish the availability of translation services via Zoom and in person. No members from the public required the service.

APPROVAL OF AGENDA (6:01)

Staff Comments: None

Board Discussion: None

Public Comment: None

Motion: Director Sandoval made a motion to approve the agenda as presented. Director Tipton seconded the motion.

Votes: Motion carried 6,0


Ayes: Ansaldo-Sánchez, Church, Funk (Alt), Rocha, Sandoval, Tipton

Noes: None

Abstain: None

ITEM NO. 1

Agenda Item



General Manager/CAO

R. Santos by E.T.

Authority General Counsel
Approval

Absent: Cullen, Gonzalez, Lopez, Silva

GENERAL MANAGER/CAO COMMENTS

(6:02) General Manager/CAO Mathews commented on the status of the design on several Capital Improvement Projects.

GENERAL LEGAL COUNCIL COMMENTS

(6:03) General Counsel Santos indicated that he would be sending out an alert memo to staff and Directors regarding the latest supreme court ruling regarding fees assessed and established by public agencies.

DEPARTMENT MANAGER COMMENTS

(6:04) Assistant General Manager/Operations Manager Zuñiga commented on the Tire Amnesty events final weekend, the upcoming City of Salinas District five clean up event, and the PowerPoint presentation that will be given to the Board at the June Board meeting related to the Johnson Canyon Landfill operations.

BOARD DIRECTOR COMMENTS

(6:05) Director Tipton commented on the incidents the City of Greenfield has seen associated with battery fires. He indicated that the Fire Chief is in contact with Authority staff to provide education for the community. Director Sandoval commented on the District Five upcoming clean up event. President Rocha extended his congratulations to Director Sandoval in recognition of his Birthday.

PUBLIC COMMENT

(6:06) None

CONSENT AGENDA (6:06)

1. Minutes of the April 18, 2024 Meeting.
2. March 2024 Claims and Financial Report.
3. Member and Interagency Activities Report for April 2024.
4. Tonnage and Diversion Report for the Quarter Ended March 31, 2024.
5. Resolution No. 2024-36 Establishing the Investment Policy.
6. Resolution No. 2024-37 Adopting the Revised Financial Policies.
7. Resolution No. 2024-38 Approving Amendment No. 3 Authorizing a One-Year Extension to the Professional Services Agreement with Blue Strike Environmental for SB 1383 Quarterly Organic Waste Sampling Services in an Amount of \$33,500.
8. Resolution No. 2024-39 Approving a Professional Service Agreement with Social Vocational Services Inc. for Materials Processing and Litter Abatement at the Johnson Canyon Landfill for an Amount of \$202,000 for Two-Years with Two Optional One-Year Extensions.
9. Resolution No. 2024-40 Approving a Professional Service Agreement with Hope Services Inc. for Materials Processing and Litter Abatement at the Johnson Canyon Landfill in the amount of \$332,000 for a Two-Year Agreement with Two Optional 1 Year Extensions.
10. Resolution No. 2024-41 Approving Amendment No. 3 Authorizing a Two-Year Extension of the Professional Services Agreement with S. Groner Associates (SGA) for Media Marketing Services in an Amount of \$150,000.
11. Resolution No. 2024-42 Approving Purchasing of Landfill Gas Pipe and Fittings from Core and Main in the Amount of \$144,090.15.

Public Comment: None
Board Discussion: None
Motion: Director Sandoval made a motion to approve the consent agenda as presented. Director Ansaldo-Sánchez seconded the motion.
Votes: Motion carried 7,0
Ayes: Ansaldo-Sánchez, Church, Funk (Alt), Rocha, Sandoval, Tipton
Noes: None
Abstain: None
Absent: Cullen, Gonzalez, Lopez, Silva

PRESENTATION

12. RECYCLING RECOGNITIONS

(6:06) Resource Recovery Technician Papineau-Brand presented awards to Los Padres Elementary School and staff from the Alisal Union School District for their achievement in implementing programs to ensure compliance with mandates established by SB 1383.

Public Comment: None
Board Discussion: The Board discussed the presentation and commended the schools for their accomplishments.
Motion: None; Informational Only

13. YOUTH COUNCIL UPDATE

(6:24) Resource Recovery Technician Papineau-Brand presented a recap video of the Youth Council's group project, the Sustainability Fair. The event took place in conjunction with the Grand Opening of the Johnson Canyon Education Center & Garden in April. Each Youth Council member provided a report on their takeaway as a member of the Youth Council. Four of the members will be graduating and moving on with the three remaining indicating that they will be applying to return next fiscal year.

Public: None
Board Discussion: The Board discussed the presentation and commended the council for the successful group project.
Motion: None; Informational Only

14. 2024 LEGISLATIVE UPDATES

(6:55) General Manager/CAO presented an update on the most recent legislative and regulatory mandates being tracked by the California chapters of the Solid Waste Association of North America's (SWANA) Legislative Task Force that could impact the solid waste industry in the near future.

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

FUTURE AGENDA ITEMS (7:18)

15. AGENDA ITEMS – VIEW AHEAD SCHEDULE

CLOSED SESSION

16. Pursuant to **Government Code Section 54956.8** to confer with legal counsel and real property negotiators General Manager/CAO Patrick Mathews, Asst. GM/Ops Manager Cesar Zuñiga, Finance and Administration Manager Ray Hendricks, and General Counsel Roy C. Santos, concerning the possible terms and conditions of acquisition,

lease, exchange or sale of 1) Salinas Valley Solid Waste Authority Property, APNs 003-051-086 and 003-051-087, located at 135-139 Sun Street, Salinas, CA.

(7:19) President Rocha invited public comment related to item numbered 16.

PUBLIC COMMENT

None

ADJOURNED

(7:20) President Rocha adjourned the meeting into Closed Session to discuss item numbered 16.

(7:20) Director Sandoval left the meeting.

RECONVENE

(7:26) President Rocha reconvened the meeting to open session indicating that there were no reportable actions taken in the closed session.

ADJOURNED

President Rocha adjourned the meeting at 7:26 p.m.

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: June 20, 2024
From: C. Ray Hendricks, Finance and Administration Manager
Title: April 2024 Claims and Financial Reports

RECOMMENDATIONS

Staff and the Executive Committee recommend acceptance of the April 2024 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of April for a summary of the Authority's financial position as of April 30, 2024. The following are highlights of the Authority's financial activity for the month of April.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of April 2024, operating revenues exceeded expenditures by \$849,148.

Revenues (Consolidated Statement of Revenues and Expenditures)

	April Budget	April Actual	Over/(Under)	
Tipping Fees - Solid Waste	1,099,487	1,273,291	173,804	15.8%
Tipping Fees - Diverted Materials	304,309	356,348	52,039	17.1%
Other Revenues	570,579	593,549	22,970	4.0%
Total Revenue	1,974,375	2,223,188	248,813	12.6%

Solid Waste revenues for April were \$173,804 or 15.8% over budgeted amounts. Diverted Material revenues for April were \$52,039 or 17.1% over budgeted amounts. April total revenue was \$248,813 or 12.6% over budgeted amounts.

	Y-T-D Budget	Y-T-D Actual	Over/(Under)	
Tipping Fees - Solid Waste	11,073,253	12,425,290	1,352,037	12.2%
Tipping Fees - Diverted Materials	2,626,493	3,104,243	477,750	18.2%
Other Revenues	6,772,351	7,238,893	466,542	6.9%
Total Revenue	20,472,097	22,768,426	2,296,329	11.2%

Solid Waste revenues year to date as of April were \$1,352,037 or 12.2% over budgeted amounts. Diverted Material revenues year to date as of April were \$477,750 or 18.2% over budgeted amounts. Year to date total revenue as of April was \$2,296,329 or 11.2% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of April 30, 2024 (83.3% of the fiscal year), year-to-date operating expenditures totaled \$18,712,832. This is 80.7% of the operating budget of \$23,200,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of April 2024, capital project expenditures totaled \$576,001. \$425,000 was for Equipment Replacement. \$100,740 was for the CH Postclosure Maintenance. \$17,973 was for the Scale House Software Upgrade. \$14,206 was for the SB1383 Local Assistance Grant. \$14,028 was for the LR Postclosure Maintenance.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of April 2024 is attached for review and acceptance. April disbursements totaled \$1,837,023.50 of which \$631,485.28 was paid from the payroll checking account for payroll and payroll related benefits.

The following is a list of vendors paid more than \$50,000 during the month of April 2024.

Vendor	Services	Amount
Jack G. Bentley	2020 836K Compactor	\$425,000.00
Atlas Organics CU11, LLC.	Monthly Organics Processing	\$210,797.84
Southern Counties Lubricants, LLC.	Monthly Equipment & Vehicle Fuel	\$75,009.28
Ca. Dep. of Tax and Fee Adm.	Quarterly Landfill Fee	\$73,373.00
Frank's Industrial Services, Inc.	All Sites LFG System Upgrades	\$53,450.00

Cash Balances

The Authority's cash position increased by \$688,795.03 during April to \$36,095,266.04. 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 principal payments is transferred in July. 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	5,128,051.33
Restricted for Pension Liabilities (115 Trust)	-
State & Federal Grants	(32,552.85)
BNY - Bond 2022A Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	127,283.66
Employee Unreimbursed Medical Claims	4,622.42

Committed by Board Policy:

AB939 Services	(272,697.61)
Undesignated Fund Balance	-
Designated for Capital Projects Reserve	4,093,074.71
Designated for Environmental Impairment Reserve	2,678,486.88
Designated for Operating Reserve	3,264,000.00
Expansion Fund (South Valley Revenues)	5,006,755.36

Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	687,108.65
Lewis Road Post Closure	218,705.14
Jolon Road Post Closure	110,550.76
Johnson Canyon Post Closure	2,708,624.62
Capital Improvement Projects	11,048,085.26

Available for Operations: 1,325,167.71

Total 36,095,266.04

ATTACHMENTS

1. April 2024 Consolidated Statement of Revenues and Expenditures
2. April 2024 Consolidated Grant and CIP Expenditures Report
3. April 2024 Checks Issued Report

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 2024

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Revenue Summary</u>							
Tipping Fees - Solid Waste	13,532,700	1,273,291	12,425,290	91.8 %	1,107,410	0	1,107,410
Tipping Fees - Diverted Materials	3,232,600	356,348	3,104,243	96.0 %	128,357	0	128,357
AB939 Service Fee	4,103,000	341,918	3,419,180	83.3 %	683,820	0	683,820
Charges for Services	2,668,000	235,846	2,321,048	87.0 %	346,952	0	346,952
Sales of Materials	245,000	8,363	127,444	52.0 %	117,556	0	117,556
Gas Royalties	290,000	0	171,619	59.2 %	118,381	0	118,381
Investment Earnings	1,000,000	7,422	1,199,602	120.0 %	(199,602)	0	(199,602)
Total Revenue	25,071,300	2,223,187	22,768,426	90.8 %	2,302,874	0	2,302,874
<u>Expense Summary</u>							
Executive Administration	568,000	28,006	431,036	75.9 %	136,964	9,024	127,940
Administrative Support	584,300	68,371	417,435	71.4 %	166,865	3,622	163,243
Human Resources Administration	296,100	14,763	225,682	76.2 %	70,418	2,896	67,522
Clerk of the Board	252,000	11,662	191,796	76.1 %	60,204	24	60,180
Finance Administration	1,010,100	50,368	758,807	75.1 %	251,293	2,040	249,253
Operations Administration	773,900	46,072	630,386	81.5 %	143,514	4,053	139,461
Resource Recovery	1,548,350	91,320	1,175,797	75.9 %	372,553	72	372,481
Marketing	75,600	250	39,933	52.8 %	35,667	29,879	5,788
Public Education	225,950	15,631	182,276	80.7 %	43,674	23,774	19,900
Household Hazardous Waste	935,700	38,196	573,202	61.3 %	362,498	11,699	350,798
C & D Diversion	196,300	5,650	133,652	68.1 %	62,648	17,726	44,922
Organics Diversion	2,225,700	224,036	1,677,002	75.3 %	548,698	438,749	109,948
Diversion Services	40,000	3,916	28,303	70.8 %	11,697	0	11,697
JR Transfer Station	814,400	42,809	656,915	80.7 %	157,485	3,550	153,935
JR Recycling Operations	204,200	14,213	165,532	81.1 %	38,668	0	38,668
ML Transportation Operations	2,417,600	136,383	1,909,431	79.0 %	508,170	55,490	452,679

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 2024

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
ML Recycling Operations	699,900	50,456	601,560	85.9 %	98,340	16,907	81,433
JC Landfill Operations	4,460,500	339,451	3,575,903	80.2 %	884,597	261,951	622,646
JC Recycling Operations	755,900	27,528	503,268	66.6 %	252,632	40,128	212,504
Johnson Canyon ECS	430,800	33,243	297,621	69.1 %	133,179	57,678	75,501
Sun Street ECS	192,100	2,806	172,799	90.0 %	19,301	911	18,390
Debt Service - Interest	413,200	0	413,116	100.0 %	84	0	84
Debt Service - Principal	2,700,000	0	2,700,000	100.0 %	0	0	0
Closure/Post Closure Set-Aside	334,400	31,251	303,364	90.7 %	31,036	0	31,036
Cell Construction Set-Aside	1,045,000	97,658	948,014	90.7 %	96,986	0	96,986
Total Expense	23,200,000	1,374,039	18,712,832	80.7 %	4,487,168	980,173	3,506,995
Revenue Over/(Under) Expenses	1,871,300	849,148	4,055,595	216.7 %	(2,184,295)	(980,173)	(1,204,122)

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending April 30, 2024

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Fund 131 - Crazy Horse Post-Closure Fund</u>							
131 9316 CH Corrective Action Program	253,000	0	83	0.0 %	252,917	0	252,917
131 9319 CH LFG System Improvements	146,500	0	0	0.0 %	146,500	0	146,500
131 9321 CH Postclosure Maintenance	1,002,074	100,740	714,947	71.3 %	287,128	54,770	232,357
Total Fund 131 - Crazy Horse Post-Closure F	1,401,574	100,740	715,030	51.0 %	686,545	54,770	631,774
<u>Fund 141 - Lewis Road Post-Closure Fund</u>							
141 9402 LR LFG Well Replacement	80,000	0	0	0.0 %	80,000	0	80,000
141 9403 LR Postclosure Maintenance	369,216	14,028	230,749	62.5 %	138,468	26,280	112,187
Total Fund 141 - Lewis Road Post-Closure F	449,216	14,028	230,749	51.4 %	218,468	26,280	192,187
<u>Fund 161 - Jolon Road Post-Closure Fund</u>							
161 9604 JR Postclosure Maintenance	377,758	2,556	267,208	70.7 %	110,551	6,726	103,825
Total Fund 161 - Jolon Road Post-Closure F	377,758	2,556	267,208	70.7 %	110,551	6,726	103,825
<u>Fund 211 - Grants</u>							
211 9217 Micro Grants for Mattress Collector	20,000	0	0	0.0 %	20,000	0	20,000
211 9228 Tire Amnesty 2021-22	1,551	0	1,551	100.0 %	0	0	0
211 9230 SB1383 Local Assistance Grant Prc	231,635	14,206	231,635	100.0 %	0	0	0
211 9231 Tire Amnesty 2023-24	83,995	0	0	0.0 %	83,995	0	83,995
211 9232 SB1383 Local Assistance Grant Prc	722,025	0	0	0.0 %	722,025	0	722,025
211 9261 Cal Recycle - 2021-22 CCPP	4,720	0	4,720	100.0 %	0	0	0
211 9262 CalRecycle - Household Hazardous	100,000	0	39,970	40.0 %	60,030	0	60,030
211 9263 Cal Recycle - 2022-23 CCPP	22,139	325	14,722	66.5 %	7,417	0	7,417
Total Fund 211 - Grants	1,186,065	14,531	292,598	24.7 %	893,467	0	893,467
<u>Fund 800 - Capital Improvement Projects Fu</u>							
800 9101 Equipment Replacement	3,040,685	425,000	1,840,600	60.5 %	1,200,085	385,713	814,372
800 9105 Concrete Grinding	54,614	0	0	0.0 %	54,614	0	54,614
800 9107 Scale House Software Upgrade	68,180	17,973	37,244	54.6 %	30,936	6,079	24,857

Salinas Valley Solid Waste Authority
Consolidated CIP Expenditure Report
For Period Ending April 30, 2024

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9109 Organics Infrastructure Upgrades	3,000,000	0	0	0.0 %	3,000,000	0	3,000,000
800 9110 Administration Office Improvements	120,000	0	120,000	100.0 %	0	0	0
800 9214 Organics Program 2016-17	715,898	0	0	0.0 %	715,898	0	715,898
800 9223 Outdoor Education Center	13,145	0	12,710	96.7 %	435	0	435
800 9322 North County Transfer Station	150,000	0	0	0.0 %	150,000	148,702	1,298
800 9501 JC LFG System Improvements	422,977	0	256,493	60.6 %	166,484	51,254	115,230
800 9505 JC Partial Closure	206,335	0	23,316	11.3 %	183,019	226	182,793
800 9506 JC Litter Control Barrier	104,625	0	0	0.0 %	104,625	0	104,625
800 9507 JC Corrective Action	250,070	0	2,078	0.8 %	247,992	0	247,992
800 9509 JC Groundwater Well	400,000	0	400,000	100.0 %	0	0	0
800 9521 JC Entrance Facility	200,000	0	0	0.0 %	200,000	0	200,000
800 9527 JC Module Engineering and Constr	3,130,188	0	67,738	2.2 %	3,062,450	0	3,062,450
800 9528 Roadway Improvements	500,049	0	0	0.0 %	500,049	74,960	425,089
800 9601 JR Transfer Station Improvements	782,611	1,174	555,626	71.0 %	226,985	0	226,985
800 9603 JR Well Replacement	250,000	0	0	0.0 %	250,000	116,251	133,749
Total Fund 800 - Capital Improvement Projec	13,409,376	444,147	3,315,804	24.7 %	10,093,571	783,184	9,310,387
Total CIP Expenditures	16,823,990	576,001	4,821,389	28.7 %	12,002,602	870,961	11,131,640

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2024 to 4/30/2024

Check #	Name	Check Date	Amount	Check Total
33373	HOME DEPOT All Sites Facility Maintenance Supplies	4/2/2024	8,949.30	8,949.30
33374	**Void**	4/2/2024	-	-
33375	**Void**	4/2/2024	-	-
33376	**Void**	4/2/2024	-	-
33377	**Void**	4/2/2024	-	-
33378	ARAM AND TAVIT KARABETYAN JC Facility Maintenance	4/4/2024	547.81	547.81
33379	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	4/4/2024	200.00	200.00
33380	BRYAN EQUIPMENT JC Equipment Maintenance	4/4/2024	393.08	393.08
33381	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	4/4/2024	403.10	403.10
33382	CSC OF SALINAS/YUMA CH Equipment Maintenance	4/4/2024	383.01	383.01
33383	Elevator Service Co. of Central California Inc. Common Area Maintenance	4/4/2024	450.00	450.00
33384	Fabian Orejel SWANA MOLO Compost Training	4/4/2024	204.00	204.00
33385	GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance ML Vehicle Maintenance	4/4/2024	833.19 769.84	1,603.03
33386	GONZALES ACE HARDWARE JC Equipment Maintenance Supplies	4/4/2024	34.36	34.36
33387	GRAINGER CH & JC Facility Maintenance	4/4/2024	155.94	155.94
33388	GREEN RUBBER - KENNEDY AG, LP JC Facility Maintenance Supplies	4/4/2024	442.18	442.18
33389	ICONIX WATERWORK (US) INC. JC Maintenance Supplies	4/4/2024	444.32	444.32
33390	Jose Gil Hernandez Jr. JC & ML Equipment Maintenance	4/4/2024	960.00	960.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2024 to 4/30/2024

Check #	Name	Check Date	Amount	Check Total
33391	MISSION LINEN SUPPLY All Sites Uniforms	4/4/2024	435.40	435.40
33392	ODP BUSINESS SOLUTIONS, LLC Network Support Supplies	4/4/2024	300.11	300.11
33393	Relevant Industrial LLC CH Facility Maintenance	4/4/2024	6,637.70	6,637.70
33394	SCALES UNLIMITED HHW Scale Maintenance	4/4/2024	767.00	767.00
33395	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	4/4/2024	11,583.33	11,583.33
33396	State of California - Office of Risk and Insurance Management Claim Application	4/4/2024	25.00	25.00
33397	VALERIO VARELA JR All Sites Equipment Maintenance	4/4/2024	2,100.00	2,100.00
33398	Vasquez Fabrication, Inc. JC Org Equipment Maintenance	4/4/2024	975.00	975.00
33399	VERIZON WIRELESS SERVICES Monthly Internet Service	4/4/2024	190.05	190.05
33400	WESTERN TRAILER COMPANY ML Vehicle Maintenance Supplies	4/4/2024	68.32	68.32
33401	AT&T LONG DISTANCE Adm Telephone Service	4/10/2024	78.66	78.66
33402	ATLAS ORGANICS CU11, LLC Organics Processing	4/10/2024	210,797.84	210,797.84
33403	AUTOZONE LLC. All Sites Equipment Maintenance Supplies	4/10/2024	344.96	344.96
33404	**Void**	4/10/2024	-	-
33405	BLUE STRIKE ENVIRONMENTAL INC SB1383 LAGP1 March Services Special Event Recycling	4/10/2024	8,007.00 1,710.00	9,717.00
33406	BRIAN KENNEDY Per Diem SOAR Conference	4/10/2024	205.00	205.00
33407	BRYAN EQUIPMENT JC Equipment Maintenance Supplies	4/10/2024	31.32	31.32
33408	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	4/10/2024	704.41	704.41

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2024 to 4/30/2024

Check #	Name	Check Date	Amount	Check Total
33409	DOUGLAS NOLAN School Assembly Program	4/10/2024	4,000.00	4,000.00
33410	EDUARDO ARROYO 126 SS Sidewalk Repair	4/10/2024	2,500.00	2,500.00
33411	EDUARDO ARROYO Bathroom Remodel	4/10/2024	23,050.00	23,050.00
33412	Elevator Service Co. of Central California Inc. Common Area Maintenance	4/10/2024	255.00	255.00
33413	ENRIQUE CARRILLO JR. All Sites Vehicle & Equipment Maintenance	4/10/2024	6,927.93	6,927.93
33414	ERNEST BELL D. JR All Sites Janitorial Services	4/10/2024	3,990.00	3,990.00
33415	FIRST ALARM All Sites Alarm Services	4/10/2024	1,640.63	1,640.63
33416	FRANK'S INDUSTRIAL SERVICES, INC. All Sites LFG System Upgrades	4/10/2024	3,600.00	3,600.00
33417	FRESNO OXYGEN JC Equipment Maintenance	4/10/2024	101.98	101.98
33418	GOLDEN STATE TRUCK & TRAILER REPAIR All Sites Equipment Maintenance	4/10/2024	2,301.74	2,301.74
33419	GONZALES ACE HARDWARE JC Equipment Maintenance Supplies	4/10/2024	36.45	36.45
33420	GRAINGER All Sites Facility Maintenance Supplies	4/10/2024	783.36	783.36
33421	GREEN RUBBER - KENNEDY AG, LP CH Facility Maintenance Supplies LR Facility Maintenance Supplies	4/10/2024	685.35 602.63	1,287.98
33422	GUARDIAN SAFETY AND SUPPLY, LLC HHW Safety Supplies JC Safety Supplies	4/10/2024	2,702.22 282.31	2,984.53
33423	Jason Guillen SOAR Conference	4/10/2024	205.00	205.00
33424	JOAQUIN VASQUEZ ML & CAM Facility Maintenance	4/10/2024	325.00	325.00
33425	Jose Gil Hernandez Jr. JC Equipment Maintenance	4/10/2024	300.00	300.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2024 to 4/30/2024

Check #	Name	Check Date	Amount	Check Total
33426	JT HOSE & FITTINGS JC Equipment Maintenance Supplies	4/10/2024	244.37	244.37
33427	KEVIN CARDONA Recycling Education Brochures Recycling Education MF Door Hanger	4/10/2024	2,661.33 1,524.04	4,185.37
33428	KING CITY HARDWARE INC. JR Facility Maintenance	4/10/2024	108.64	108.64
33429	LANDSCAPE MAINTENANCE OF AMERICA Litter Abatement	4/10/2024	325.00	325.00
33430	MICHAEL SILVA SOAR Conference	4/10/2024	205.00	205.00
33431	MISSION LINEN SUPPLY All Sites Uniforms	4/10/2024	448.41	448.41
33432	ODP BUSINESS SOLUTIONS, LLC Adm & HHW Office Supplies	4/10/2024	277.28	277.28
33433	O'REILLY AUTOMOTIVE STORES, INC. JC Facility Maintenance Supplies	4/10/2024	544.14	544.14
33434	PURE WATER BOTTLING Adm Water Service	4/10/2024	81.75	81.75
33435	QUINN COMPANY JC Equipment Maintenance	4/10/2024	3,239.20	3,239.20
33436	R.D. OFFUTT COMPANY JC Equipment Maintenance	4/10/2024	39.87	39.87
33437	Relevant Industrial LLC CH Facility Maintenance	4/10/2024	1,005.41	1,005.41
33438	ROSSI BROS TIRE & AUTO SERVICE ML Vehicle Maintenance	4/10/2024	135.00	135.00
33439	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY RR Improvement Other than Buildings	4/10/2024	556.12	556.12
33440	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Bio diesel Fuel	4/10/2024	38,415.52	38,415.52
33441	Southern Counties Oil Co., a CA Limited Partnership All Sites Equipment Fuel	4/10/2024	4,245.53	4,245.53
33442	STERICYCLE, INC Adm Shredding Services	4/10/2024	124.69	124.69
33443	TELCO BUSINESS SOLUTIONS Monthly Network Support	4/10/2024	245.35	245.35

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2024 to 4/30/2024

Check #	Name	Check Date	Amount	Check Total
33444	The EcoHero Show LLC School Assembly Program	4/10/2024	9,500.00	9,500.00
33445	VALERIO VARELA JR JC & Org Equipment & Facility Maintenance	4/10/2024	4,040.00	4,040.00
33446	VERIZON CONNECT FLEET USA LLC ML Vehicle Software	4/10/2024	367.95	367.95
33447	US BANK CORPORATE PAYMENT SYSTEM	4/17/2024		
	Amazon: JRTS Improvements		603.39	
	Amazon: JC Maintenance Supplies		162.78	
	Amazon: JC Safety Supplies		41.08	
	Amazon: JC Safety Supplies		43.05	
	Amazon: Admin Building Supplies		151.75	
	Amazon: JRTS Improvements		603.39	
	Amazon: JRTS Improvements		103.88	
	Ace Hardware: JRTS Facility Maintenance		11.51	
	Vista Print: Admin Office Supplies		50.02	
	Kanapoli: Admin Building Supplies		980.39	
	SWANA: RR Zero Waste Certification		250.00	
	Experian: Credit Account Reports		288.90	
	CSMFO: Chapter Meeting		50.00	
	Amazon: CHLF ECS Supplies		65.38	
	Amazon: Admin Office Supplies		12.99	
	Amazon: JC ECS Supplies		28.95	
	Signs.com: JRTS Facility Supplies		303.37	
	Amazon: JC Safety Supplies		7.49	
	Prunedale Chevron: JC Fuel		60.00	
	Amazon: JC Safety Supplies		294.39	
	Applebee's: Ops Admin Training		255.46	
	Smart & Final: HHW Meeting Supplies		11.58	
	AT&T: 126 SS Internet Services		230.50	
	AT&T: Finance Internet		43.23	
	Santa Fe: Ops EE Recognition		48.60	
	Microsoft: Admin Office Software		249.99	
	Valley Trophies: Admin Office Supplies		49.16	
	Amazon: MLTS Office Supplies		38.78	
	Amazon: JC ECS Supplies		144.02	
	Royal Oaks Market: LR Supplies		71.09	
	CSDA: Leadership Conference		890.00	
	Costco: JC Department Supplies		1,999.24	
	Costco: Replacement Computer		(437.00)	
	Compliance Signs: Admin Building Supplies		51.02	
	Ginger Thai Kitchen: RR Training		116.95	
	Belson Outdoors: JC Facility Maintenance		1,187.65	
	Boot Barn: Safety Supplies		250.00	
	Amazon: All Sites Safety Supplies		387.24	
	Walmart: Board Meeting Supplies		202.17	
	Amazon: JRTS Improvements		49.55	
	Amazon: RR Improvement Supplies		37.11	
	Doodle: Clerk of Board Subscriptions		83.40	
	La Plaza Bakery: BD Meeting Supplies		118.56	
	Amazon: JRTS Facility Upgrades		(91.58)	
	SurveyMonkey: Clerk of Board Subscription		99.00	

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2024 to 4/30/2024

Check #	Name	Check Date	Amount	Check Total
	The Bakery Station: Ex Admin Meeting		40.07	
	First Awakenings: Ex Admin Meeting Supplies		140.85	
	Amazon: JC Safety Supplies		86.10	
	Amazon: JRTS Facility Improvements		1,086.10	
	Amazon: JC ECS Supplies		96.39	
	Zoom: Online Meetings		151.16	
				11,799.10
33448	**Void**	4/17/2024	-	
33449	**Void**	4/17/2024	-	
33450	**Void**	4/17/2024	-	
33451	**Void**	4/17/2024	-	
33452	**Void**	4/17/2024	-	
33453	**Void**	4/17/2024	-	
33454	A & G PUMPING, INC All Site Portable Toilets	4/17/2024	426.50	426.50
33455	Agile Occupational Medicine PC HHW Baseline test LP	4/17/2024	186.00	186.00
33456	AGRI-FRAME, INC JC Facility Maintenance	4/17/2024	217.24	217.24
33457	ALA Gonzales Unit 81 Board Meeting Supplies	4/17/2024	300.00	300.00
33458	BLUE STRIKE ENVIRONMENTAL INC SB1383 LAGP1 April Services	4/17/2024	2,319.00	2,319.00
33459	CLARK PEST CONTROL, INC Adm Exterminator Services	4/17/2024	8.00	8.00
33460	COMCAST Internet Services	4/17/2024	275.01	275.01
33461	CSC OF SALINAS/YUMA JR Equipment Maintenance	4/17/2024	72.80	72.80
33462	FRANK'S INDUSTRIAL SERVICES, INC. All Sites LFG System Upgrades	4/17/2024	49,850.00	49,850.00
33463	GEOLOGIC ASSOCIATES, INC. Groundwater Monitoring	4/17/2024	36,376.75	36,376.75

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2024 to 4/30/2024

Check #	Name	Check Date	Amount	Check Total
33464	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	4/17/2024	7,236.71	7,236.71
33465	GONZALES TIRE & AUTO SUPPLY All Sites Equipment Maintenance	4/17/2024	727.64	727.64
33466	**Void**	4/17/2024	-	-
33467	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	4/17/2024	156.60	156.60
33468	JT HOSE & FITTINGS JC Equipment Maintenance Supplies	4/17/2024	255.19	255.19
33469	Maestro Health FSA Administration Fee	4/17/2024	150.00	150.00
33470	MANUEL PEREA TRUCKING, INC. JC & ML Hauling & Equipment Maintenance	4/17/2024	5,138.29	5,138.29
33471	AGUSTIN TINAJERO - ESPRIELLA JC Facility Maintenance Services Admin Offices Tree Trimming Services	4/17/2024	1,950.00 3,500.00	5,450.00
33472	NEU-SCAPES, INC. Common Area Maintenance Jardin Garden Maintenance	4/17/2024	550.00 200.00	750.00
33473	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies	4/17/2024	137.87	137.87
33474	PENINSULA MESSENGER LLC All Sites Courier Service	4/17/2024	1,164.00	1,164.00
33475	PRICILLIA RODRIGUEZ JR Hauling Services	4/17/2024	1,338.13	1,338.13
33476	PURE WATER BOTTLING All Sites Water Service	4/17/2024	167.89	167.89
33477	QUINN COMPANY JC Equipment Maintenance	4/17/2024	628.41	628.41
33478	RAMON N VALLEJO HR Livescans	4/17/2024	57.00	57.00
33479	REPUBLIC SERVICES #471 Monthly Trash Service	4/17/2024	92.51	92.51
33480	ROSSI BROS TIRE & AUTO SERVICE JC Equipment Maintenance	4/17/2024	14,452.84	14,452.84

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2024 to 4/30/2024

Check #	Name	Check Date	Amount	Check Total
33481	SALINAS FALSE ALARM REDUCTION PROGRAM Bldg. False Alarm Service	4/17/2024	71.75	71.75
33482	SAUL CARDENAS-IBARRA SVR Media Creation	4/17/2024	600.00	600.00
33483	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel	4/17/2024	12,068.45	12,068.45
33484	SSB Contracting Inc. Repair Patio Deck	4/17/2024	14,052.00	14,052.00
33485	UNITED RENTALS (NORTHWEST), INC JC Facility Maintenance	4/17/2024	1,481.50	1,481.50
33486	VALERIO VARELA JR All Sites Equipment Maintenance	4/17/2024	7,080.00	7,080.00
33487	Vasquez Fabrication, Inc. JC Equipment Maintenance	4/17/2024	825.00	825.00
33488	VOSTI'S INC JC Equipment Maintenance Supplies	4/17/2024	510.39	510.39
33489	WEST COAST RUBBER RECYCLING, INC ML Tire Diversion Services	4/17/2024	1,551.00	1,551.00
33490	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Fuel	4/17/2024	2,729.29	2,729.29
33491	AGRI-FRAME, INC RR Improvement Supplies	4/25/2024	1,124.91	1,124.91
33492	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	4/25/2024	205.00	205.00
33493	AT&T SERVICES INC Adm Telephone Service	4/25/2024	119.76	119.76
33494	CALIFORNIA WATER SERVICE JR Water Service SS Water Service	4/25/2024	308.90 146.74	455.64
33495	CDW GOVERNMENT Adm Network Support	4/25/2024	335.15	335.15
33496	CITY OF GONZALES Monthly Hosting Fees - May	4/25/2024	20,833.33	20,833.33
33497	COMCAST Monthly Internet Service	4/25/2024	88.73	88.73
33498	DATAFLOW BUSINESS SYSTEMS INC. Copier Maintenance	4/25/2024	25.14	25.14

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2024 to 4/30/2024



Check #	Name	Check Date	Amount	Check Total
33499	ERIC GARCIA JR & ML Vehicle Maintenance	4/25/2024	1,445.00	1,445.00
33500	Erik Ohlson JC Surveying	4/25/2024	5,670.00	5,670.00
33501	FANELLI EQUIPMENT REPAIR JC Equipment Maintenance	4/25/2024	2,949.85	2,949.85
33502	FIRST ALARM All Sites Alarm Services	4/25/2024	853.69	853.69
33503	GEOTECH ENVIRONMENTAL EQUIPMENT, INC. JC Maintenance Supplies	4/25/2024	1,129.18	1,129.18
33504	GOLDEN STATE TRUCK & TRAILER REPAIR JC Vehicle Maintenance ML Vehicle Maintenance	4/25/2024	29.79 1,549.06	1,578.85
33505	GONZALES ACE HARDWARE JC Equipment Maintenance Supplies	4/25/2024	209.74	209.74
33506	GREEN RUBBER - KENNEDY AG, LP JC Facility Maintenance	4/25/2024	51.88	51.88
33507	GREEN VALLEY INDUSTRIAL SUPPLY, INC JC Equipment Maintenance	4/25/2024	152.31	152.31
33508	HERC RENTALS INC. JC Org Equipment Rental	4/25/2024	710.71	710.71
33509	HYDROTURF, INC All Sites Maintenance Supplies	4/25/2024	1,895.71	1,895.71
33510	JT HOSE & FITTINGS JC Vehicle Maintenance JR Equipment Maintenance	4/25/2024	992.43 128.81	1,121.24
33511	MARK E. FETZER HR Active Shooter Training	4/25/2024	1,600.00	1,600.00
33512	MISSION LINEN SUPPLY All Sites Uniforms	4/25/2024	1,246.66	1,246.66
33513	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	4/25/2024	505.64	505.64
33514	PACE ANALYTICAL SERVICES, LLC JC Lab Analysis	4/25/2024	5,778.40	5,778.40
33515	PARADIGM SOFTWARE, LLC Paradigm CW6 Install	4/25/2024	17,972.50	17,972.50

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2024 to 4/30/2024

Check #	Name	Check Date	Amount	Check Total
33516	QUINN COMPANY JC Equipment Maintenance	4/25/2024	4,110.84	4,110.84
33517	**Void**	4/25/2024	-	-
33518	Ruth Maria Milla-Leon All Sites Maintenance Supplies	4/25/2024	567.55	567.55
33519	SCS FIELD SERVICES All Sites Routine Engineering Services	4/25/2024	23,170.00	23,170.00
33520	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	4/25/2024	300.00	300.00
33521	SOCIAL VOCATIONAL SERVICES, INC. JC Litter Abatement	4/25/2024	7,419.29	7,419.29
33522	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	4/25/2024	12,941.98	12,941.98
33523	TELCO BUSINESS SOLUTIONS Monthly Network Support	4/25/2024	629.44	629.44
33524	TIMOTHY G. SCARPA Common Area Maintenance	4/25/2024	915.47	915.47
33525	VALERIO VARELA JR All Sites Equipment Maintenance	4/25/2024	3,290.00	3,290.00
33526	Vasquez Fabrication, Inc. JC Equipment Maintenance	4/25/2024	2,100.00	2,100.00
33527	VERIZON WIRELESS SERVICES Monthly Internet Service	4/25/2024	190.05	190.05
33528	WEST COAST RUBBER RECYCLING, INC JR Tire Diversion	4/25/2024	2,365.00	2,365.00
33529	WHITE CAP, LP JC Org Facility Maintenance	4/25/2024	43.97	43.97
33530	YE OLD MAIN STREET FOUNDATION, INC. Community Sponsorship	4/25/2024	250.00	250.00
24-00515-DFT	JACK G. BENTLEY 2020 836K Compactor	4/10/2024	425,000.00	425,000.00
24-00516-DFT	REPUBLIC SERVICES - MADISON LANE TRANSFER STATION 4918 ML Rent - May	4/30/2024	16,883.54	16,883.54
24-00517-DFT	INTERMEDIA Email Exchange	4/6/2024	470.78	470.78

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2024 to 4/30/2024

Check #	Name	Check Date	Amount	Check Total
24-00535-DFT	California Department of Tax and Fee Administration Quarterly BOE Landfill Fees	4/24/2024	73,373.00	
				<u>73,373.00</u>
	Total:			1,205,538.22
	Payroll Disbursements			<u>631,485.28</u>
	Grand Total			<u>1,837,023.50</u>

 <p>Report to the Board of Directors</p>	ITEM NO. 3
	N/A Finance and Administration Manager/ Controller/Treasurer
	 General Manager/CAO
<p>Date: June 20, 2024</p> <p>From: Mandy Brooks, Resource Recovery Manager</p> <p>Title: Member and Interagency Activities Report for May 2024</p>	N/A Authority General Counsel

RECOMMENDATION

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

STRATEGIC PLAN RELATIONSHIP

This agenda item is in alignment with one of the Board's goals from the 2024 Strategic Planning Priority 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: CalRecycle and the LEA conducted the 18-month inspection for the Johnson Canyon Landfill and Composting Facility on May 24. 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 in May 24. No violations or areas of concern were noted during the inspection.

Central Coast Regional Water Quality Control Board

The annual inspection of Johnson Canyon Landfill was conducted on May 30. During the inspection, a significant amount of litter was observed on the landfill slope, but staff were actively correcting the issue. An area of concern for litter was noted during the inspection but will be reported as mitigated.

Gonzales Clothing Closet

The Clothing Closet continues to be open Tuesdays & Wednesdays from 2pm to 4pm and Thursdays from 1pm to 3pm.

CY 2024	# of Volunteers	Hours	# of Clothing Items Distributed	# of Families Served	# of Family Members Served
April	4	86.5	780	64	232
May	2	89	651	50	217
June	-	-	-	-	-
Q2 2024 TOTALS	3 (avg)	175.5	1,431	114	449

Clean Up Events

The 2024 hauler community cleanup schedule for all member agencies areas are listed below. Three (3) clean up events were conducted in May with the results from one (1) listed in the table below, along with the results from the April Salinas event.

Date	Location	Hauler/ Volunteer Group	Trash (tons)	Recycling (tons)	ABOP Materials (collected by SVR)	Diversion %
Apr 13	Salinas – District 1	Republic Services	11.9	4.8	n/a	29%
May 11	Lockwood	WM	TBD	TBD	0.40 tons	TBD
May 18	Soledad	TCD	12.0	12.7	0.90 tons	51%
May 18	Salinas – District 5	Republic Services	TBD	TBD	N/A	TBD

CY 2024 Current & Future Events with SVR Staff Participation

Gonzales:	06/29/24 10/19/24	Gonzales Community Cleanup & ABOP Collection, La Gloria School Gonzales Community Cleanup & ABOP Collection, La Gloria School
Greenfield:	09/07/24	Community Cleanup & ABOP Collection, PW Yard
King City:	06/12/24 06/20/24 06/22/24 06/29/24 11/02/24	Compost Presentation at King City Beautification BBQ, Booth at Rava Ranch Employee Fair, SV Fairgrounds Community Cleanup & ABOP Collection, SV Fairgrounds Composting Workshop & Compost Give Away, SV Fairgrounds Community Cleanup & ABOP Collection, SV Fairgrounds
Salinas:	06/14/24 08/24/24 10/12/24 11/02/24	Recycling Presentation, AMOR Salinas Summer Camp District 2 Community Cleanup Event District 4 Community Cleanup Event District 6 Community Cleanup Event
Soledad:	09/21/24	Community Cleanup & ABOP Collection, Soledad High School
Mo County:	08/10/24 09/14/24 11/09/24	San Ardo Community Cleanup & ABOP Collection Prunedale Community Cleanup & ABOP Collection Pajaro Community Cleanup & ABOP Collection

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, this monthly report keeps the Board apprised of communications with member agencies and regulators. 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

Authority General Counsel

Date: June 20, 2024

From: C. Ray Hendricks, Finance and Administration Manager

Title: A Resolution Approving Supplemental Appropriation of \$22,262 for CalRecycle's Beverage Container Recycling City/County Payment Program 2023-24

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action supports the Authority's 2023-24 Strategic Goal A: Governance and collaboration. This action enables collaborative beverage container recycling programs with member agencies to divert materials from the landfill.

FISCAL IMPACT

CalRecycle approves annual funding for its Beverage Container Recycling City/County Payment Program (CCPP) at the end of their fiscal budget. The Authority's FY 2023-24 Budget was adopted prior to notification of this funding award. Therefore, supplemental appropriations are needed to include the revenue and its associated expenditures, which is planned to be used as indicated in the table below.

This funding is provided in advance and can be expended between April 1, 2024, and March 1, 2026. Funds not expended by the end of the term must be returned to CalRecycle. CalRecycle submits the payment directly to the member cities, the cities then remit the funds to the Authority for administering and reporting.

Grant Budget Items for CCPP 23-24	SVSWA Budget
Beverage Container Collection Programs	\$ 12,087
Litter Clean Up	3,575
Advertising/Promotional	3,500
Education	400
Training	2,700
Total CCPP 21-22 Funding	\$ 22,262

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

DISCUSSION & ANALYSIS

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

In January 2024, the Authority submitted funding requests for its participating member cities for CalRecycle's CCPP 23-24 funding cycle. In April, CalRecycle notified the Cities that funds were awarded and payment should be expected by June.

The CCPP 2023-24 funds were awarded as follows:

Member Agency	City Funding
City of Gonzales	\$ 5,000
City of Soledad	6,919
City of Greenfield	5,343
City of King	5,000
Total CCPP 21-22 Funding	\$ 22,262

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

BACKGROUND

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

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

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

ATTACHMENT(S)

1. Resolution

RESOLUTION NO. 2024 –

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING A SUPPLEMENTAL APPROPRIATION OF \$22,262 FOR CALRECYCLE'S
FY 2023-24 BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM**

WHEREAS, on March 16, 2023, the Board of Directors of the Salinas Valley Solid Waste Authority approved the Fiscal Year 2023-24 Operating Budget; and,

WHEREAS, CalRecycle issued notice of funding award for the City/County Payment Program 2023-24 after the approval of the Authority's Fiscal Year 2023-24 Budget; and,

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Salinas Valley Solid Waste Authority that a Supplemental Appropriation of \$22,262 for CalRecycle's Beverage Container Recycling City/County Payment Program 2023-24 is hereby approved; and,

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

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 20th day of June 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthoy Rocha, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



Report to the Board of Directors

ITEM NO. 5

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

General Legal Counsel

Date: June 20, 2024

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Approving a Three-Year Professional Services Agreement with Geo-Logic Associates to Provide Groundwater Monitoring Services and other Routine and Non-Routine Landfill Engineering Services in an Amount of \$1,084,001.00

RECOMMENDATION

Staff recommends that the Board adopt the resolution approving a professional services agreement with Geo-Logic Associates for a period of three years in the amount of \$1,084,001 for groundwater monitoring and landfill engineering services. The agreement will also have two optional two-year extensions.

STRATEGIC PLAN RELATIONSHIP

The agreement is related to one of the goals from the Board's recent Strategic Planning priorities to comply, adapt, and respond to regulatory changes.

FISCAL IMPACT

The proposed contract cost is \$586,842 for groundwater monitoring and reporting services and \$497,159 for non-routine and as needed engineering services through the end of fiscal year 2026-27. The pricing is fixed for the first three years and pricing for the extensions will be negotiated. Funding for the first year of this agreement is included in the approved FY 2024-25 budget and will continue to be budgeted for in subsequent years.

DISCUSSION & ANALYSIS

Geo-Logic Associates (GLA) has been providing groundwater monitoring and reporting services for Authority landfills since January 2005. In the past 19 years, staff have bid the groundwater monitoring services four times and each time GLA was awarded the contract based on technical merit and when contract extensions were available, each contract was extended. GLA has provided exceptional service at sensible rates for nearly 20 years, and as such, staff has foregone the bidding procedure and negotiated rates for a new contract as allowed by the Authority's exception to competitive bidding requirements policy.

GLA also has been previously awarded contracts by the Authority for landfill engineering services, landfill liner design, site closure design, and stormwater management. Staff have included in this contract the continuation of related services as well as some new services that will be required in the contract term.

Continuing routine tasks included in this contract:

- Monitoring and Reporting for the Crazy Horse Landfill
- Monitoring and Reporting for the Lewis Road Landfill
- Monitoring and Reporting for the Jolon Road Landfill
- Monitoring and Reporting for the Johnson Canyon Landfill

Non-Routing tasks included in this contract:

- Crazy Horse Landfill National Priorities List Delisting Effort
- Johnson Canyon Landfill 5-year review and closure costs estimate
- Jolon Road Landfill 5-year review including revised post closure cost estimate
- Lewis Road Landfill 5-year review including revised post closure cost estimate
- Closed landfill Proposed Waste Discharge Requirement and PFOA/PFOS response
- General Civil and Geotechnical support
- Johnson Canyon Landfill Module 8 design and construction support services

As GLA is familiar with all our sites and has provided these services to the Authority for so many years there is no experience curve and it is sensible to continue our relationship with GLA. GLA is well versed in these tasks, performs related work for a variety of landfills, and highly regarded by regulators.

BACKGROUND

The Authority is required to monitor the quality of the groundwater beneath its four landfills as part of our Waste Discharge Requirements. Reporting on the findings of this monitoring is provided to the Regional Water Quality Control Board on an established, periodic basis. In addition, there are a myriad of environmental engineering tasks required by landfills and these duties are currently being provided by Geo-Logic Associates and have been since 2005.

ATTACHMENT(S)

1. Resolutions
2. Professional Service Agreement

RESOLUTION NO. 2024-

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A THREE-YEAR CONTRACT WITH TWO(2)-TWO YEAR EXTENSIONS WITH GEO-LOGIC ASSOCIATES, INC. TO PROVIDE GROUNDWATER MORNITORING AND RELATED ENGINEREING SERVICES REPORTING IN THE AMOUNT OF \$1,084,001.00.

WHEREAS, in the past 19 years the Board has awarded Professional Services Agreement with Geo-Logic Associates, Inc. on four occasions; and,

WHEREAS, in that same period the Board has awarded 5 contract extensions to Geo-Logic Associates, Inc.; and,

WHEREAS, Geo-Logic Associates has performed the services requested in all of these contracts admirably at a reasonable cost; and,

WHEREAS, the Authority wishes to enter into a new agreement with Geo-Logic Associates for groundwater monitoring and landfill engineering services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to enter into an agreement with Geo-Logic Associates for groundwater monitoring and related services and reporting in an amount of \$1,084,001.00 as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 20th day of June, 2024 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Anthony Rocha, President

ATTEST:

Erika J. Trujillo, Clerk of the Board



Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

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

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 20th day of June, 2024 (“Effective Date”) by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority (“Authority”) and Geo-Logic Associates, Inc., (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

1.2 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 126 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, but not exceeding the maximum contract amount of One Million, eighty four thousand and one Dollars (\$1,084,001) (“Contract Sum”).

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

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

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

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

2.3 Additional Services. Authority shall have the right, subject to state law, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of Authority Board of Directors unless the Authority Board of Directors has previously authorized the Authority General Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Authority may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

2.4 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, 2027, 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), 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. John Hower 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 \$0 (zero) 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, 126 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:

GEO-LOGIC ASSOCIATES, INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 2024 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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		_____
<input type="checkbox"/> TRUSTEE(S)		DATE OF DOCUMENT
<input type="checkbox"/> GUARDIAN/CONSERVATOR		
<input type="checkbox"/> OTHER _____		

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 _____, 2024 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	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____	

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.**



SO24.1091.PR.REV1

June 7, 2024

Salinas Valley Solid Waste Authority
126 Sun Street
Salinas, California 93901

Attention: Brian Kennedy

**PROPOSAL – GROUNDWATER MONITORING AND REPORTING SERVICES
AND AS-NEEDED/NON-ROUTINE SERVICES**

Geo-Logic Associates (GLA) understands that Salinas Valley Solid Waste Authority (SVSWA) is seeking to retain our services to continue to provide routine groundwater monitoring and reporting services for its four landfill sites, and also to provide a variety of non-routine services to support ongoing operations, maintenance, permitting, and design at its facilities.


As you are aware, GLA is an established full-service environmental consulting firm with comprehensive expertise in the types of services presented herein. GLA has provided routine monitoring and reporting services for SVSWA's landfills and a wide array of non-routine engineering, permitting, and construction support services since 2005. As demonstrated herein, our proposed team is composed of professionals who have been providing these same services to SVSWA for many years. With the understanding that SVSWA is very familiar with our firm and proposed team, this proposal provides a summary of our qualifications. Detailed resumes, qualifications, and references can be provided at your request.

Our proposed scope of work for routine and non-routine services is outlined in the proposal, and a detailed presentation of the routine services work scope and associated schedule follows in an appendix. Costs for these services are provided in the attached tables and are based on our current fee schedule rates. GLA will hold its rates for the three-year duration of the initial contract. If the contract is extended beyond the three-year term, we would request an opportunity to adjust our rates. Our proposed environmental monitoring subcontractor, Field Solutions, Inc. (FSI), provided us with estimated costs for the initial three-year term of the contract. In its estimate, FSI adjusts its rates annually to accommodate projected inflation.

GLA appreciates the opportunity to continue to provide our services to SVSWA. Please contact me at (858) 864-2584 or jmhower@geo-logic.com if you have questions regarding this proposal.

Sincerely,

GEO-LOGIC ASSOCIATES, INC.


John M. Hower, PG, CEG
Principal Geologist
Senior Vice President

Introduction

GLA is pleased to present to Salinas Valley Solid Waste Authority (SVSWA) this Proposal to provide Routine and Non-Routine Groundwater Monitoring Services for the Crazy Horse, Johnson Canyon, Jolon Road, and Lewis Road Sanitary Landfills, and other engineering support services for the SVSWA's landfills. This proposal is based on our conversation with SVSWA on March 19, 2024 and subsequent discussions with our staff and subcontractors.

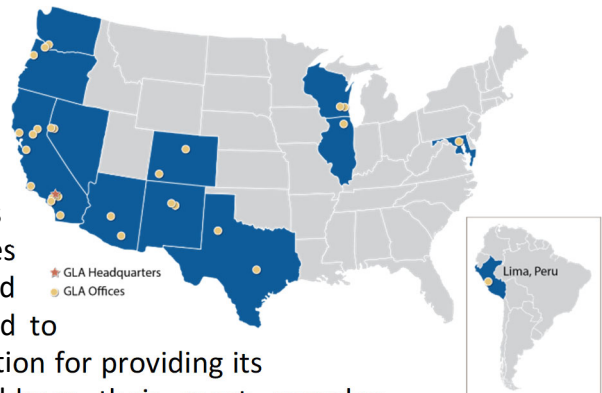
Since 2005, GLA has provided groundwater services to SVSWA for the four landfills mentioned above. GLA is responsible for all environmental sampling, and submitting quarterly, semiannual, and annual monitoring reports. In addition to routine groundwater monitoring and reporting services, GLA is also periodically called upon to perform non-routine services at these four sites. This project has been managed by John Hower, PG, CEG, and he is proposed to continue as project manager for the next contract.

GLA has provided groundwater monitoring services to SVSWA under the management of John Hower, PG, CEG, for nearly 20 years.

This proposal presents a summary of our qualifications in providing routine landfill monitoring and reporting services as well as providing a variety of non-routine services to support landfill permitting, regulatory compliance, expansion and closure design, and operations. The proposal also provides a scope of services for known and foreseeable work tasks. A detailed description of routine monitoring work is provided in an Appendix. A separate cost proposal is attached to this Technical Proposal.

1 Team Experience

Geo-Logic Associates (GLA) is an employee-owned multi-disciplinary civil, environmental, geologic, and geotechnical consulting firm established in 1991. GLA employs over 350 professionals located throughout 28 U.S. office locations as well as an office in Lima, Peru. Our well-qualified and seasoned professionals provide a full range of environmental consulting services including facility planning, design, monitoring and construction testing and reporting. GLA is committed to quality service at competitive prices and has a reputation for providing its clients with creative, cost-saving solutions to address their most complex engineering and construction challenges.



GLA has been providing groundwater monitoring, reporting, remediation, and regulatory compliance services for over 30 years and these are core service areas for the firm. GLA is currently performing monthly, quarterly, semi-annual, or annual groundwater monitoring and reporting at **more than 85 disposal sites in California** regulated by all nine California Regional Water Quality Control Boards (RWQCBs) and/or the California Department of Toxic Substances Control (DTSC). GLA's past and ongoing work includes participation in and management of State

and Federal groundwater monitoring systems, including Detection Monitoring Programs (DMPs), Assessment/Evaluation Monitoring Programs (AMPs and EMPs) and Corrective Action Programs (CAPs) at solid and hazardous waste landfills and other industrial facilities throughout California and the southwestern United States.

GLA's key differentiators include:

No Learning Curve. GLA has a trusted team that has been providing the same services to the SVSWA for nearly 20 years. We understand each site's unique monitoring requirements, recent changes to the site monitoring programs, and potential upcoming changes to the monitoring programs. We have long-standing productive working relationships with SVSWA staff and the governing RWQCB.

Reputation and Relationships with Agencies. GLA serves as a liaison between our clients and the respective regulatory agency to ensure that our clients' best interests are preserved and regulatory requirements are met. Technical competence, professionalism, and integrity have allowed GLA to develop strong working relationships with its clients and the agencies that regulate them. Most recently, we have worked with Martin Fletcher of the Central Coast RWQCB to implement recent PFAS monitoring requirements at the Johnson Canyon Landfill and helped SVSWA negotiate the terms for the new general order for active landfills in the Central Coast Region.

Experienced Staff. Our staff members have significant relevant experience interpreting and implementing the water quality monitoring requirements of Title 27 with respect to site-specific Monitoring and Reporting Programs. As previously stated, GLA staff are responsible for implementing monitoring and reporting programs at nearly 100 landfills throughout the southwestern US, including sites within the jurisdictions of all nine RWQCBs. As a result, we have a broad understanding of regulatory precedents set in all regions of the State and a comprehensive understanding of all types of monitoring networks and reporting requirements.

Cost Consciousness: GLA routinely evaluates potential cost savings strategies that are technically defensible and that are in our client's best interests. GLA has successfully negotiated the elimination of groundwater monitoring, reductions of monitoring frequency, reductions in the number of monitoring wells, reductions in the list of monitoring parameters, limited the scale of EMPs, and risk-based (rather than prescriptive) corrective actions.

Teamwork. GLA has historically demonstrated the ability to work "in tandem" with its clients and we take pride in considering the interests of our clients above our own.

Timeliness and Cost Effectiveness. GLA has proven that preparation of complete monitoring reports within one month of the end of a given monitoring period is not only possible but can be routinely accomplished. In addition to effective schedule control, GLA has accomplished projects effectively while reducing project cost and complexity. The fact that GLA has consistently completed monitoring and reporting projects on time and within budget allows us to commit to similar performance in the future.

Representative projects that demonstrate our experience in providing environmental monitoring and reporting services similar to those requested by the SVSWA are provided below along with points of contact for those projects. The following sections provide brief descriptions of several projects that the GLA Team has worked on in the last several years that are similar in scope to the SVSWA's monitoring and reporting programs. We invite the SVSWA to review our reports on Geotracker.

Environmental Monitoring and Reporting Services Santa Cruz Resource Recovery Facility

Client

City of Santa Cruz Department of Public Works

Project Personnel / (Role)

John Hower (Principal-in-Charge)

Kyle Welchans (Project Manager; Well Construction)

William Lopez (Well Design and Construction)

Leigh Symank (Data analysis and Reporting)

Pace Analytical (Sample Analyses)

Contact

Hoi Yu, PE (831) 420-5427

Years Completed

1994-present

GLA has been providing hydrogeologic investigation and monitoring and reporting program (M&RP) services for the Santa Cruz Resource Recovery Facility for 30 years. Company responsibilities over this time have included monitoring well design and construction, water quality sampling and analyses, statistical analyses, and preparation of quarterly and annual Detection Monitoring Reports. Work has also included design and completion of an EMP to define the nature and extent of site release and identification of the appropriate remedial response. EMP field work included construction of monitoring wells in two separate hydrogeologic units and geophysical surveys to delineate the location of an inferred barrier to groundwater flow. Following identification of the source of contamination and the extent of the release, GLA prepared an EFS for Corrective Action that provided cost estimates and ranked a number of remedial responses. During the last year, a release to surface water was identified and confirmed, and GLA prepared an EMP workplan to characterize the extent of surface water impacts. That workplan is currently under review by the Central Coast RWQCB.

Environmental Monitoring and Reporting Services for 29 Landfills San Bernardino County, California

Client

San Bernardino County Solid Waste Management Division

Project Personnel / (Role)

John Hower (Special Projects, Senior Peer Review)

Jesse Orechwa (Reporting, Well Construction)

Greg Shagam (Non-Routine projects)

William Lopez (Reporting, Well Design and Construction)

Claudia Cagan (Reporting, Database management)

Pace Analytical (Sample Analyses)

Contact

Marc Rodabaugh, PE (909) 386-9017

Year Completed

1993-2017; 2023 to Present

The GLA Team is in its 27th year providing groundwater monitoring and reporting services for San Bernardino County. This project currently includes quarterly, semi-annual, and annual monitoring of approximately 400 monitoring stations located at 25 of the 40 Class III landfills. (Groundwater monitoring was never required at 11 landfills, and GLA negotiated with the Santa Ana RWQCB to stop monitoring at four sites; GLA continues to perform as-needed non-routine work at all 40 landfills) Routine monitoring work includes groundwater, surface water, soil-pore gas, lysimeter, landfill gas condensate, leachate, and septic pond sampling; laboratory analyses; data validation; QA/QC review of field and laboratory data; statistical and non-statistical analysis of laboratory data review to detect waste release; preparation of quarterly, semi-annual, and annual summary reports; maintenance of the groundwater monitoring systems; and liquids management at the Heaps Peak Disposal Site.

San Bernardino County Landfills	
Adelanto	Mentone
	Mid-Valley
Apple Valley	Mill Creek
	Milliken
Baker	Morongo Valley
Barstow	Needles
Big Bear	Newberry
Cajon	Oak Glen
	Parker Dam
Cedar Springs	Phelan
Colton	
Cooley Ranch	Plunge Creek
Crestline	San Timoteo
Crestmore	
Daggett	Trona-Argus
Devore	
Etiwanda	Twenty-nine Palms
Heaps Peak	
Hesperia	Victorville
Joshua Tree	Wrightwood
Kramer Junction	Yermo
Lenwood-Hinkley	
Lake Arrowhead	Yucaipa
Landers	
Lucerne Valley	

In addition to sampling, the team’s Field Services group has been responsible for periodic pump repairs and new pump installation, wellhead repairs, and well development and repairs to maintain the existing monitoring points and avoid the expense of pump or well replacement, whenever possible. GLA has also provided SWMD with program enhancements that have resulted in reduced monitoring costs, even though the total number of monitoring points has increased over the years. These enhancements have included successful negotiation of reduced monitoring frequencies at several of the landfills, removal of some wells from the monitoring program, field screening of soil-pore gas probes to reduce overall analytical costs, and removal of some landfills from the monitoring program. GLA has assisted SWMD in their continuous negotiations with the RWQCB regarding water quality issues.

Environmental Monitoring and Reporting & Engineering Design Services for Calaveras County Landfills

Client	Contact
Calaveras County Department of Public Works	Mark Davis (209) 754-6401
Project Personnel / (Role)	Year Completed
John Hower (Principal-in-Charge – Monitoring/Reporting)	2014-present
Jake Russell (Principal – Engineering Services)	
Jordan Graham (Project Manager, Lead Designer – Rock Creek Expansion Design)	
Greg Shagam (Geotechnical Support)	
Pace Analytical (Sample analyses)	

GLA has been providing environmental monitoring and reporting for Calaveras County’s Red Hill and Rock Creek Solid Waste Facilities for the last 10 years. Responsibilities include semiannual sampling of 77 routine monitoring points, including: groundwater monitoring wells, underdrains, lysimeters, surface water stations, and leachate monitoring points, and sampling of 12 residential monitoring wells every 2.5 years. After sample results are received from our subcontracted laboratory, GLA reviews the data, conducts non-statistical evaluation and trend analyses, and prepares the semi-annual and annual monitoring reports. In addition to groundwater monitoring and reporting, GLA and its subcontractors are also responsible for perimeter soil-pore gas monitoring and reporting, landfill gas extraction system operations and maintenance, stormwater monitoring and reporting, and surface emissions monitoring and reporting. GLA has also provided a number of non-routine services for Calaveras County, including leak location surveying of the Red Hill Facility geosynthetic cover system, preparation assistance for the new Stormwater Pollution Prevention Plan, and flare system source testing and maintenance.

GLA is providing engineering design, permitting, and technical support for the Phase 3 expansion of the Rock Creek Solid Waste Facility. Work included preparation of a design report, plans,

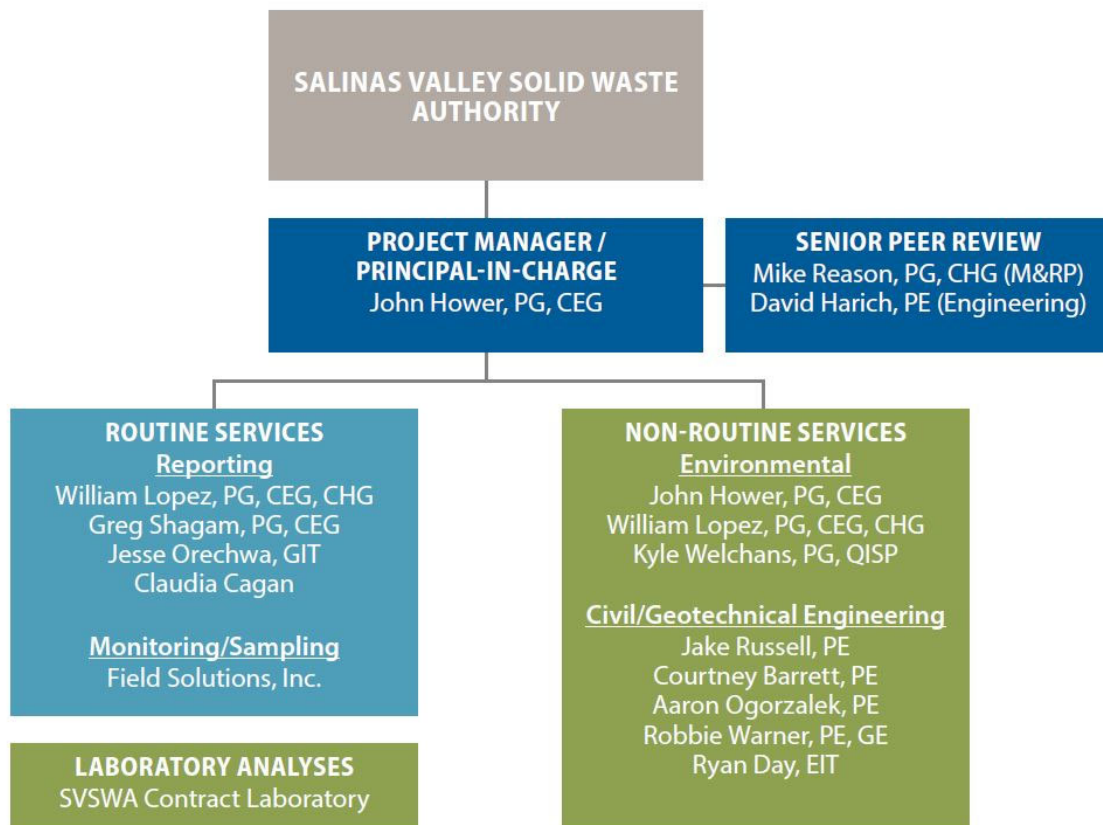
specifications, and engineering cost estimates, regulatory liaison during review and approval, bid support, construction management and construction quality assurance services.

2 Project Team Organization

As shown on the attached organizational chart, GLA’s team includes the same group of geologists and field sampling technicians who have provided the routine and non-routine monitoring and reporting program work for many years as wells as the group of civil engineers who have provided design support for the expansion of the Johnson Canyon Landfill for the last five years.

The individuals included have been selected for their broad-based management, technical, and communication skills, as well as their experience working together on California landfill monitoring and reporting projects. As you know from our work over the past 19 years, GLA has routinely met our monitoring report deadlines and this is because of the team’s focus on efficiency. For the future contract, we have included a civil and geotechnical engineering design team help the SVSWA with a variety of permitting, design, and construction tasks that may develop. Team members designated as participants for this project are fully committed to meet the SVSWA’s needs.

Project Organizational Chart



For this contract, John Hower will be the point of contact between SVSWA and GLA, and will coordinate all routine and non-routine environmental services. Jake Russell will coordinate and manage all engineering services. Summaries of the qualifications for Mr. Hower and Mr. Russell are provided below. Supporting team member qualifications follow.

John M. Hower, PG, CEG, Senior Vice President
Project Role: Project Manager, Routine and Non-Routine Environmental Services Task Manager

Mr. Hower is a State of California Professional Geologist and Certified Engineering Geologist who has more than 30 years of experience in the solid waste industry. He has managed dozens of landfill environmental monitoring and reporting programs, as well as numerous complex environmental and geotechnical investigations, and has participated in the development of landfill closure and remediation designs, and has supervised numerous landfill construction projects.

Key Qualifications

- Project Manager for SVSWA’s environmental monitoring and reporting program for nearly 20 years.
- Good working relationship with Central Coast RWQCB staff.
- As a an officer of the company, he will ensure hands-on, direct involvement of corporate resources on this project.
- As an experienced project and contract manager based in northern California, Mr. Hower provides guidance and direction for on-call contracts and projects for a variety of solid waste services from permitting to post-closure.

Jake Russell, PE, Principal Engineer
Non-Routine Civil/Geotechnical Design Services

Mr. Russell is responsible for civil design, permitting, and construction management of solid waste, composting, and impoundment projects throughout the United States and abroad. For more than 15 years he has managed all of the engineering and overall solid waste planning for several major solid waste facilities. His experience encompasses all aspects of solid waste design and construction including the preparation of design reports, construction documents, waste characterization studies, SWPPPs, permit documents, geotechnical investigations, seismic hazard studies, stability analyses, and surface water hydrology studies. He has managed construction quality assurance (CQA) projects for the installation of composite liner and final cover systems at solid waste landfills and impoundments for more than 20 years.

Key Qualifications



Education
BS Geology, California State University, Long Beach

Licenses and Certifications
Professional Geologist, CA No. 6524
Certified Engineering Geologist, CA, No. 2142

Years of Experience
33



Education
BS, Environmental Resources Engineering, Humboldt State University

Licenses and Certifications
Registered Professional Engineer License No. C64512 CA,
Professional Engineering Licenses in AZ, CO, MT, OR, UT, CNMI, and Guam

Years of Experience
24

- Contract Manager for several on-call solid waste contracts for solid waste clients such Kern County Department of Public Works Waste & Recycling (Bena and Tehachapi Landfills), Sacramento County Department of Waste Management & Recycling (Kiefer Landfill), San Joaquin County Department of Public Works (Foothills and North County Landfills) and the Salinas Valley Solid Waste Authority (Johnson Canyon Landfill).
- Managed the Bonzi Sanitation Landfill Final Closure Design and CQA under the direction of CalRecycle. Construction was completed in April 2022. Other closure engineering includes the design of the Central Drainage Area (CDA) cap at the Casmalia Resources Landfill in Casmalia, California which is currently in construction.
- 24 years of focused solid waste engineering consulting and construction experience
- Adept at coordinating and managing large multidisciplinary project teams

A snapshot of experience for our other team members is presented in the following table.

Team Member	Years	Qualifications / Experience
Key Engineering Support		
Courtney Barrett, PE, QSD, QISP	16	CA PE #78076; QSD/QSP/QISP; B.S. Civil Engineering ✓ Design engineer with stormwater/NPDES experience
Claudia Cagan	11	B.S. Chemical Engineering ✓ Assists in preparation of the Lewis Road and Johnson Canyon Road monitoring reports
Ryan Day, EIT	4	B.S. Civil Engineering ✓ Grading and drainage design engineer
David Harich, PE	32	CA PE #53287; B.S. Civil Engineering ✓ Design engineer with extensive landfill operations expertise.
Bill Lopez, PG, CEG, CHG	32	CA PG #6857, CEG #2143, CHG #706; B.S. Geology ✓ Prepares monitoring reports for dozens of landfills. ✓ Expertise in monitoring well design and field geology.
Aaron Ogorzalek, PE	21	CA PE #71852; M.S. Geotechnical/Geo-environmental Engineering ✓ Expertise in geotechnical engineering and ET cover design
Jesse Orechwa, GIT	11	B.A. Geology ✓ Prepares semiannual/annual reports for Crazy Horse and quarterly residential monitoring reports. ✓ Expertise in bioremediation
Mike Reason, PG, CHG	34	CA PG #6301, CHG #484; M.S. Geology ✓ Manager of routine and non-routine environmental monitoring programs for more than 40 landfills. ✓ GLA's compliance services manager.
Greg Shagam, PG, CEG	19	CA PG #9406, CEG #2700; B.S. Geology ✓ Prepares Jolon Road Sanitary Landfill reports.
Robbie Warner, PE, GE	35	CA PE #47987 CA GE #2690; M.S. Civil Engineering ✓ Has provided geotechnical engineering support for landfills throughout the state.
Kyle Welchans, PG	17	CA PG #9255; QISP; B.S. Geology ✓ Prepares monitoring reports for more than 20 landfills. ✓ Expertise in groundwater and surface water regulatory compliance.

3 Scope of Services

Based on our conversations with the SVSWA and knowledge of each landfill, GLA understands that the SVSWA would like to retain a consultant who can address the environmental monitoring and reporting needs to comply with each site's Waste Discharge Requirements (WDRs). The consultant must also have sufficient experience in civil and geotechnical design to support the SVSWA's current and future planning, permitting, and design needs for its active and closed facilities. The following scope addresses known and foreseen work at the SVSWA's sites.

3.1 ROUTINE MONITORING AND REPORTING SERVICES

GLA's approach to the known monitoring and reporting program elements project relies on teamwork, timeliness, technical competence, continuity, and peer review. GLA will utilize many of the same individuals who are currently managing the project, conducting the water quality monitoring services, and preparing the water quality monitoring reports for the SVSWA's four sites. As a result, our Team members will be assigned a task and schedule with which they are already intimately familiar. For these work tasks, monitoring and reporting will continue under the current schedules outlined in the WDRs as follows:

Routine monitoring and reporting services for the SVSWA's four landfills include: sampling, laboratory analysis, data analysis and report preparation. For each sampling event, GLA will:

1. Continually strive to identify system redundancies or inefficiencies, bring them to the SVSWA's attention, and at the SVSWA's direction will pursue approval for system "streamlining" from the RWQCB.
2. Prepare bottle order forms one to two weeks before sampling is scheduled. Senior staff will review the bottle order for accuracy, comparing the requested analyses and wells to be sampled with the site-specific M&RPs and any additional sampling requests from the SVSWA or RWQCB during previous meetings.
3. Prior to sampling, notify SVSWA of the sampling schedule, and obtain access to sampling locations. For the Crazy Horse Sanitary Landfill (CHSL), GLA will notify each of the residential well owners of the sampling schedule and confirm access to each well.
4. Coordinate sampling with our subcontractor, Field Solutions, Inc. (FSI). Their technicians will be equipped with all the sampling equipment (e.g., generators, pump "controllers", bailers, personal protective equipment [PPE]) that may be required. Samples will be delivered personally or by appropriate courier to the SVSWA's contract environmental laboratory (currently Pace Analytical) using strict chain-of-custody protocols.
5. Ensure that after sampling is completed, access to each sampling site is secured and left in the same condition as it was found.
6. Review the chain-of-custody documentation and compare it with the bottle order and M&RP. If mistakes on the chain-of-custody are identified, GLA will contact the laboratory to clarify the analyses. If the laboratory has already conducted the analyses, and these

errors are the result of a mistake by our sampling personnel, then GLA will issue a credit to the SVSWA for these errors.

7. Ensure that the appropriate chemical analyses of water samples are completed in accordance with strict quality assurance/quality control (QA/QC) protocols and the analytical results received from Pace will be reviewed for QA/QC adequacy within 2 days of receipt. As soon as the data are available, GLA will complete an initial data review to screen for outliers that might represent laboratory reporting errors. At the same time, GLA will determine whether all required analyses have been completed. If analytes have been omitted or added, GLA will contact the laboratory to rectify these errors. For required analytes that may have been omitted, GLA will request that the analyses be performed if sufficient sample is available. If non-required analytes have been added, GLA will request that they be removed from the final laboratory report, and will notify the SVSWA of the additional analyses so that proper payment to the laboratory can be assessed.
8. After certificates of analyses are received, complete a data validation process, update the historical databases for each well, perform statistical or deterministic evaluation of the data, review the statistical or non-statistical conclusions for historical consistency, notify the SVSWA's project manager if potential releases are indicated, and prepare monitoring reports for submittal to the RWQCB.
9. Continue to maintain a positive working relationship with the SVSWA and the RWQCB so that anomalous water quality results can be discussed prior to submittal of compliance reports, thereby possibly avoiding costly "perfunctory" responses.
10. Identify performance or security issues with monitoring points. While not a specific work scope item, GLA will continue to service dedicated sampling systems, modify well monuments, clear brush around well monuments, and investigate and/or remove well obstructions as necessary to ensure that samples are collected from the appropriate monitoring points according to the project schedule. GLA inspects each well during each sampling event. If problems are identified that require significant modifications, GLA will notify the SVSWA of the required modifications and will provide a cost estimate for the repair.
11. Submit draft reports to the SVSWA approximately one week prior to the respective final report submittal deadline. GLA will incorporate the SVSWA's comments to finalize the report, prepare a transmittal letter for the SVSWA to sign, and submit the final report to the SVSWA and the Central Coast RWQCB in accordance with the schedules in each M&RP.
12. Comply with State Water Resources Control Board (SWRCB) requirements for the GeoTracker program, including electronic submittal of information and any necessary formatting changes. Currently the Central Coast RWQCB requires no hard copy submittal of the monitoring reports. GLA will provide the RWQCB with a digital copy (PDF) on compact disc and will upload the PDF copy of the report, laboratory EDF files, the Geo_Map file (when updates are made), and the Geo_Well file (when updates are made) for each monitoring report submittal. As has been the case in the past, groundwater

monitoring reports for the residential wells surrounding the CHSL will not be uploaded to Geotracker in order to preserve the privacy of these residents.

The following work tasks follow the task nomenclature used in previous contracts.

Task G1 – Site Specific Sampling Plan

As part of our existing contract for this work, GLA prepared a project-specific sampling plan that is composed of four site-specific sampling plans. The Sampling Plan is updated periodically to reflect changes to each site's groundwater monitoring program. The existing sampling plan will be reviewed and updated to incorporate changed conditions. The updated sampling plan will include the following elements: well locations; purging and sampling protocols (including quality assurance); sample bottles, preservation, and shipment procedures; laboratory methods and laboratory quality assurance/quality control; data validation, statistical analysis, and trend analysis methods; and quarterly/semi-annual/annual reporting. The final Sampling Plan will be provided to Monitoring and Reporting team members for use throughout the term of the contract. Update and distribution of the routine monitoring Sampling Plan is conducted at a nominal cost that will not be passed on to the SVSWA.

Task G2 – Health and Safety Plan

For our current monitoring work at SVSWA landfills, GLA developed a comprehensive project health and safety plan. The project Health and Safety Plan (HASP) details the methods and procedures that have been implemented to protect workers from existing and potential hazards during field operations. This plan is updated periodically to address changes in the monitoring network. Since the scope of work and project work areas have not changed significantly during the last few years, the current HASP plan remains valid, and requires no significant updates to carry forward into the next contract. If future updates of the plan are required, they will be completed at a nominal cost that will not be passed on to the SVSWA.

Task G3 – Monthly Project Status Table/Project Management

As has been our practice, GLA typically includes a monthly summary of routine and non-routine activities and budget status table with our monthly invoices to the SVSWA. The monthly summaries includes significant completed milestones. This task also includes general project management, including coordinating staffing assignments and reviewing subcontractor invoices.

Tasks M1 through M4 – Groundwater Sampling and Analysis

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

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

Single samples will be collected from each monitoring point, and these samples will be analyzed for the monitoring parameters specified in the individual site M&RPs and subsequent changes to the M&RPs as a result of new well construction, meetings with the RWQCB and specific requests by the SVSWA, as detailed below.

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

Quarterly Sampling	8 residential wells; grab samples 2 residential well GAC influent liquid samples 2 residential well GAC intermediate liquid samples 2 residential well GAC effluent liquid samples
Semiannual and Annual Sampling	47 groundwater monitoring wells 1 CAP influent liquid sample (currently off-line) 1 CAP effluent liquid sample (currently off-line) 14 piezometer water level measurements 1 annual leachate grab sample 1 annual landfill gas condensate sample
Analytical Parameters	Volatile Organic Compounds (VOCs) by EPA 8260B Total Petroleum Hydrocarbons by EPA 8015M Chloride, Nitrate-N, and Sulfate by EPA 300.0 Alkalinity by SM 2320B TDS by EPA 160.1 Perchlorate by EPA 314.0 Metals (Iron, Manganese, and Sodium) by EPA 6010B Field Parameters (Temperature, pH, Electrical Conductivity, Turbidity, and recommended: Dissolved Oxygen, Oxidation Reduction Potential)
5-Year Constituents of Concern (Next event in 2026)	CAM 17 metals and Tin by EPA 6010B/7470 Chromium VI by EPA 7199 Cyanide by SM 335.4 Sulfide by SM 376.2 Chlorophenoxy Herbicides by EPA 8151 Organochlorine Pesticides by EPA 8081 Polychlorinated Biphenyls (PCBs) by EPA 8082 Organophosphorus Pesticides by EPA 8141A Chlorinated Herbicides by EPA 8151A Phthalate Esters by EPA 8060 Semivolatile Organic Compounds (SVOCs) by EPA 8270C (including 1,4-dioxane, pentachloroethane, 2-picoline, and pyridine) VOCs (Appendix II list) by EPA 8260B (including oxygenates)

Johnson Canyon Road Sanitary Landfill – Monitoring and Reporting Program No. R3-2020-0001

Quarterly Sampling	13 perimeter soil-pore gas probes
Semiannual and Annual Sampling	7 groundwater monitoring wells (2 or 3 are typically dry or have too little water to sample) 3 water supply well grab samples 1 annual stormwater sampling (conditional) 1 annual retention basin sediment sample (if the basin sediment is not removed before the rainy season) 1 annual leachate liquid grab sample 1 annual leachate gas sample 1 annual landfill gas header sample 1 annual landfill gas condensate sample 1 annual lysimeter sample
Analytical Parameters	VOCs by EPA 8260B, including MTBE, TAME, DIPE, EDB, and 1,2-DCA 1,4-Dioxane Total Petroleum Hydrocarbons (gas, diesel, and oil range) Chloride, Nitrate-N, and Sulfate by EPA 300.0 TDS by EPA 160.1 Manganese by EPA 6010B Field Parameters (Temperature, pH, Electrical Conductivity, Turbidity, Dissolved Oxygen, and Oxidation Reduction Potential) Alkalinity by SM 2320B
Supplemental Parameters	Total Organic Carbon Total Alkalinity Carbonate Bicarbonate Ammonia Total Kjeldahl Nitrogen Total Lead Sulfide Calcium, Magnesium, Potassium, Sodium Total Iron Total Boron
Calculations	TDS (Sum of Ions) vs TDS (measured) TDS/Electrical Conductivity Cation/Anion Balance
5-Year Constituents of Concern (Next event in 2026)	CAM 17 metals and Tin by EPA 6010B/7470 Cyanide by SM 335.4 Perchlorate by EPA 314 Sulfide by SM 376.2 Organochlorine Pesticides by EPA 8081 PCBs by EPA 8082 Organophosphorus Pesticides by EPA 8141A Chlorinated Herbicides by EPA 8151A Phthalate Esters by EPA 8060 Phenols by EPA 8040 Nonhalogenated VOCs by EPA 8015D Semivolatile Organic Compounds by EPA 8270C (including pentachloroethane) VOCs (Appendix II list) by EPA 8260B (including oxygenates)

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

Semiannual and Annual Sampling	8 groundwater monitoring wells (JR-J16 is abandoned) 2 piezometers (water level measurements, only) 1 grab seep sample 1 annual retention basin liquid grab sample 1 annual leachate grab sample
Analytical Parameters	VOCs by EPA 8260B Total Petroleum Hydrocarbons by EPA 8015M Chloride, Nitrate-N, and Sulfate by EPA 300.0 TDS by EPA 160.1 Metals (Potassium and Sodium) by EPA 6010B Field Parameters (Temperature, pH, Electrical Conductivity, Turbidity, Dissolved Oxygen and recommended - Oxidation Reduction Potential)
5-Year Constituents of Concern (Next event in 2026)	CAM 17 metals and Tin by EPA 6010B/7470 Cyanide by SM 335.4 Sulfide by SM 376.2 Chlorophenoxy Herbicides by EPA 8151 Nonhalogenated VOCs by EPA 8015 Organochlorine Pesticides by EPA 8081 PCBs by EPA 8082 Organophosphorus Pesticides by EPA 8141A Phenols by EPA 8040 Phthalate Esters by EPA 8060 Semivolatile Organic Compounds by EPA 8270C VOCs (Appendix II list) by EPA 8260B

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

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

Groundwater Sampling: Groundwater samples will be collected following the procedures outlined in the *Practical Guide for Groundwater Sampling* (Barcelona, et al., 1985), *RCRA Groundwater Monitoring Technical Enforcement Guidance Document* (U.S. EPA, 1986), and *Low-Flow (Minimal Drawdown) Groundwater Sampling Procedures* (Puls and Barcelona, U.S. EPA, 1995). While it is anticipated that sampling at a given site will only require two days (except for CHSL, which typically requires 5 days during a semi-annual sampling event), access issues (such as eroded roadways) may delay sampling of some of the monitoring points on a given day. GLA's subcontractor, Field Solutions, will complete all sampling at a given site within a maximum 30-day time period.

Upon arrival at a landfill site, each well will be inspected and any well-head problems will be noted on the field log. Significant problems with the well-head, such as those that prevent sampling or compromise the integrity of the well, will be reported to the SVSWA (verbally and in writing) within 24 hours of observation. Residential and water supply wells near the Lewis Road Sanitary Landfill (LRSL), Johnson Canyon Sanitary Landfill (JCSL), and CHSL will be sampled by purging the effluent pipe for 15 minutes and collecting grab samples from the sampling port. Should the system be reactivated, samples from the groundwater extraction and treatment system at the CHSL, and samples from the influent, intermediate, and effluent GAC well-head treatment systems at the Reich and Grider residential wells will be collected in a similar manner.

Prior to sampling a monitoring well, the depth to groundwater will be measured to the nearest 0.01 foot from an established well datum (e.g., top of casing) using a decontaminated electric sounding device. The depth to water will then be used to calculate the water surface elevations in the wells, and to calculate appropriate purge volumes. To evaluate groundwater flow conditions beneath the landfill, groundwater depths will be measured in all accessible site wells during each sampling event on the same day if possible.

Well purging will be accomplished using dedicated sampling equipment or, where wells are not currently equipped with pumps, using decontaminated pumps or bailers. GLA will utilize a battery-powered winch for bailing. Samples of purged water will be collected and monitored, and purging rates will be low enough so as not to induce turbulent flow within the well. As a well is purged, indicator parameters (pH, temperature, specific conductance, dissolved oxygen, and turbidity) will be monitored and recorded until they have stabilized to within 10 percent of the preceding measurements and show no discernible upward or downward trend. At the CHSL, oxidation-reduction potential (ORP) will also be monitored at least at the wells near the bioremediation system. Flow-through cells will be used to measure field parameters at wells that are purged with pumps. For sampling locations where pumps are not used (e.g., wells without pumps and surface water sampling locations), a sample will be collected in a clean container, the field instrument probe will be placed in the container, and appropriate field measurements will be recorded on a sample collection log.

GLA recognizes that many of the field parameters (such as pH and dissolved oxygen) have a very short holding time, and therefore careful calibration of the field instruments must be maintained so that accurate results can be obtained in the field. It is GLA's practice to work with one of the analytical laboratories that we are teamed with to regularly establish instrument calibration. In the field, the instruments will be calibrated before work begins at each sampling location.

Sampling of pumped wells will be conducted by slowing the pumping rate, as appropriate, and allowing the discharge water to flow gently into designated sample containers. For bailed wells, the bailer will be slowly lowered into the water column to minimize disturbance to the collected sample, and a bottom emptying device will be inserted into the bottom of the bailer to release the sample. For wells that have very slow recharge rates (i.e., more than two hours to recover to 80 percent of its original water level), the well will be purged dry and a sample will be collected after the water level has recovered to within approximately 80 percent of its original level.

Water that is purged from each well will be collected in 55-gallon steel drums with screw top or locking lids provided by the SVSWA, brought to SVSWA-provided onsite collection point, and added to onsite leachate storage tanks. GLA will regularly inspect any drums used to ensure that they are in good repair. Any drum found to be leaking or without an adequate seal will be replaced.

Sample containers will be provided by Pace Analytical and will be stored in an area that is free from dust and exposure to organic chemicals. All groundwater samples will be poured from the pump discharge or bailer directly into the sample containers by pouring the sample down the sides of the container with as little turbulence as possible. Sampling containers will be filled in order of volatility (VOCs first, then SVOCs, pesticides, herbicides, general chemistry, and metals, as appropriate). Vials for VOC analyses will be filled completely to fill all the air space, capped, turned upside down, and tapped to check for air bubbles. If bubbles are found, the cap will be removed and an additional sample aliquot will be placed in the vial and another check for bubbles will be performed.

Trip blanks will accompany sample containers from the laboratory, through the field operations, and return to the laboratory as a QC check to determine if contamination has been introduced from the sample containers or laboratory water. Trip blanks will be collected daily. Equipment blanks will also be collected at sites with non-dedicated sampling equipment. The equipment blanks will consist of distilled, deionized, reagent-grade laboratory water passed through representative sampling equipment (e.g., bailers and bottom emptying devices) as a test of equipment decontamination. One equipment blank will be collected per monitoring event at each site. Finally, field blanks will be collected by pouring laboratory provided reagent-grade water directly into a set of sample vials as a test of site-specific environmental conditions. Field blanks will be collected at a frequency of one per site per day. All blank samples will be tested for VOCs to assess the introduction of contamination to the primary samples through various processes. Duplicate samples will be collected at a frequency of one for every ten samples per site per monitoring event. Duplicate samples will be labeled "MW-DUP", and will be tested for the same parameters as the primary sample.

After a sample has been collected, it will be stored in a field ice chest where "blue ice" packs will be used to cool and maintain the samples at a temperature of approximately 4°C. To prevent breakage, bubble wrap or an alternative material will be placed around the samples so they do not touch each other or the side of the shipping container. Each sample will be catalogued on appropriate Chain-of-Custody documentation after it has been collected, and these Chain-of-Custody records, and other appropriate paperwork, will be sealed in a plastic bag taped to the lid of the shipping container and will accompany each sample to the analytical laboratory. It is anticipated that samples will be provided to the laboratory courier at the end of each sampling

day, and the field sampler will be responsible for the care and custody of the samples until they are shipped or otherwise delivered to the laboratory custodian.

GLA will review Chain-of-Custody documentation daily and analytical data promptly upon receipt of certificates of analysis, and will identify any analytical errors and any VOCs or other anthropogenic compounds that might indicate landfill release. GLA will notify the SVSWA of any new VOC impacts and verification retesting requirements. Where the results indicate potential field or laboratory contamination, upon consultation with the SVSWA, GLA will discuss these results with the Central Coast RWQCB in an attempt to waive the retesting requirement.

Retention Basin Sampling: Retention basin samples will be collected any time that surface water is observed during the routine monitoring event. Sample bottles will be filled to minimize air space in the sample containers. Per the site-specific M&RP, sediment samples will be collected annually using a decontaminated soil drive-sampling device. After the samples are collected, they will be sealed, labeled, and placed in the cooler for transport to the laboratory. All retention basin water samples will be collected and transported using the same Chain-of-Custody protocol outlined above for groundwater samples.

Leachate Sampling: Leachate will be sampled annually at the CHSL, JRSL, and JCSL. At these sites, leachate will be collected as grab samples from leachate collection ports fitted with labcocks that have been installed in the leachate collection lines at each site. Leachate samples will be collected by carefully filling the sample bottles, allowing the leachate to stream down the side of the sample container while ensuring that no leachate spills on the ground. Stringent health and safety protocols will be followed during leachate sampling to minimize dermal and inhalation exposure. As each sample bottle is filled, the labcock will be closed, the bottle capped, sealed, and labeled, and then placed in a chilled cooler for transport. The sampling process will follow the protocols described above until all bottles are filled. All leachate samples will be catalogued on appropriate Chain-of-Custody documentation that will accompany the samples to the analytical laboratory.

Lysimeter Sampling: Three lysimeters at the LRSL and one lysimeter at the JCSL will be sampled on a semi-annual basis. A vacuum will be applied, and each lysimeter will be evacuated to approximately 80 centibars prior to sampling. If no moisture is observed in a lysimeter during sampling, this condition will be verified by recording the electrical resistance to flow in the gypsum block installed in each lysimeter. Due to often low sample volumes, if liquid is present, VOCs will be sampled first, then other analytes as sample volume allows. Sample bottles will be filled and handled according to the protocols detailed above, with appropriate Chain-of-Custody documentation accompanying the samples to the laboratory.

Condensate Sampling: As part of this contract, samples of landfill gas condensate will be collected annually from the LRSL, CHSL, and JCSL. These samples will be collected from condensate collection ports fitted with labcocks that have been installed in the condensate collection lines near the flare stations at each of the sites. Condensate sample collection will follow the protocols described for leachate until all bottles are filled. All condensate samples will be catalogued on appropriate Chain-of-Custody documentation that will accompany the samples to the analytical laboratory. Any condensate leak or spill resulting from sampling will be immediately reported to the SVSWA.

Seep Sampling: The seep/spring and retention basin at the JRSL have historically been too dry to sample as the seep/spring has been capped and diverted to a holding tank. However, if liquid is present or if samples are required to be collected from the holding tank, grab samples will be collected on a semi-annual basis and sealed, labeled, and placed in the cooler for transport to the laboratory. All seep/spring water samples will be collected and transported using the same Chain-of-Custody protocol outlined above for groundwater samples.

Verification Sampling: If statistical or non-statistical analyses of the analytical results indicate that a new release or a significant change in the release from a facility may have occurred, recommendations for verification and immediate RWQCB notification will be submitted pursuant to Title 27 of the California Code of Regulations (27 CCR) Section (§) 20420(j)(1-3). For purposes of verification, two discrete retest samples will be collected from each monitoring point where contamination is suspected using the same sampling and analytical protocols employed in obtaining the primary sample. Retest samples will be collected within 30 days of the initial indication of the release, and will be analyzed only for those constituents that were identified at concentrations above background in the initial sample. If the compound is not detected in either of the retest samples, then a false positive detection will be concluded for the primary sample. If the compound is detected in one or both of the retest samples, then the primary detection will have been verified.

Should retesting verify a release, at the SVSWA's direction and after notifying the RWQCB, a single sample from each DMP monitoring point at that site will then be analyzed for the full list of Constituents of Concern (COCs). Since the need for and extent of release-induced COC monitoring cannot be reasonably estimated, costs for such an event are not included in the enclosed estimate.

Quality Assurance: The primary focus of GLA's QA/QC program is to complete the specified work to the highest quality professional standards. GLA's professionals possess a thorough knowledge of QA/QC procedures and are skilled at observing and/or supervising all aspects of this project, including drilling and well installation; water-quality sampling, analysis, and reporting; and treatment system operation and maintenance. An overview of GLA's standard QA/QC program, which will be used for the SVSWA's project, is presented below:

- Following the review of work plans by field personnel, the planned work is discussed with senior personnel prior to mobilization to assure that field personnel have a complete understanding of the project goals, minimizing the potential for error.
- All field equipment is routinely calibrated to assure accurate readings are obtained.
- As further described below, a thorough data validation process is employed to assure that any transcribed data are checked by a second person so that accurate test results are evaluated and reported.
- Checklists are employed to assure that all aspects of a field assignment are completed in a single mobilization, minimizing the chance for schedule delays. Checklists are particularly critical when performing routine O&M activities because the field personnel are prompted to check the operational status of each part, and when maintenance

activities include replacing key system components, the checklist provides a reminder that additional spare parts require ordering.

- GLA's overall QA program includes periodic review of all projects by senior personnel to provide critical comment and review of results. This review commonly results in the development of alternative cost-effective methods that modify and optimize the initial project procedures without compromising the integrity of the final product.
 - ◆ Data evaluation will be completed as described in Section 4.5 and represents the most significant aspect of the monitoring and reporting program because it must be documented that the data are valid. Once validated, the data will be used to provide a basis for interpretation of site conditions at a level that satisfies all of the requirements needed to complete the water quality monitoring reports.
 - ◆ At the end of each day, copies of the field log book, sample collection log, and chain of custody documents will be emailed to the Reporting Coordinator, who will be responsible for reviewing the documents for completeness, documentation of equipment calibration and sample handling and chain-of-custody protocols, and consistency of field measurements with historical data. By this frequent review procedure, any deviations in procedures or protocols can be corrected immediately and the project schedule does not get impacted.
 - ◆ The laboratory data will undergo a detailed QA review to assess its precision and accuracy with the use of laboratory and field sample analyses. The QA program will include the collection by the field sampling personnel of liquid field duplicates, liquid rinsate (equipment blanks), and trip blanks for submittal to the analytical laboratory. All blanks will be labeled without indication of their source (i.e. labeled to indicate a different location so as to prevent laboratory bias). In accordance with the laboratory QA/QC program, the laboratory will also prepare and document matrix spikes, matrix spike duplicates, surrogates, and method blank results.
 - ◆ As the data are received, rigorous data validation procedures will be employed by the Reporting staff to assess the precision of the data (its reproducibility) by checking the relative percent difference (RPD) and relative standard deviation (RSD) of the sample and the duplicate results. Accuracy will be evaluated from information obtained on the spiked samples by evaluating the percent recovery compared with the known spike amount. Surrogates (compounds that act and react similarly to the compounds of interest but which do not interfere with the constituent being analyzed) may also be spiked into the sample and used to evaluate the accuracy of certain test methods for organic compounds.
 - ◆ In accordance with GLA's current QA/QC protocols, when laboratory analytical reports are received, they are date stamped and reviewed by responsible staff for completeness and conformance with holding time requirements. Rather than receive digital copies of the data that can be automatically downloaded into the various data files, GLA will continue to enter all laboratory data manually, with second-person QC evaluations of all manually entered data. We have found this practice, which may appear outdated and time-consuming at first glance, to provide the best opportunity to critically review the laboratory data, enabling our staff to identify and resolve potential data anomalies quickly. Only after all

laboratory data has been thoroughly reviewed and approved by GLA's Reporting Task Manager will the laboratory be given approval to submit data to the GeoTracker program.

Tasks R1 through R4 – Data Evaluation and Reporting

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

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

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

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

Statistical Analyses: Routine statistical analyses are no longer required to evaluate the groundwater chemistry data at most of the SVSWA's sites. In lieu of routine statistical analyses, GLA has calculated background or intrawell Concentration Limits for analytes detected in more than 50 percent of samples. Concentration Limits are based on an upper 95 percent tolerance limit, and are periodically reviewed and recalculated based on trends in background data. At a minimum, the Concentration Limits are recalculated once every five years coincident with the Constituent of Concern sampling event. Concentration Limits are calculated using the methods prescribed in the United States Environmental Protection Agency's July 1992, "Statistical Analysis of Ground-Water Monitoring Data at RCRA Facilities – Addendum to Interim Final Guidance." The recalculated Concentration Limits will be presented to the Central Coast RWQCB as a technical memorandum for their review, consideration, and adoption. Subsequent sampling results will be compared to these Concentration Limits. As appropriate, measured concentrations that exceed the respective Concentration Limit are considered a statistical indication of a release, and may require verification retesting as described above.

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

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

GLA's proposed strategy for preparing time-series plots includes comparing background and compliance well data (interwell charts). In general, no more than five data sets will be presented on one chart to maximize presentation clarity. The historical sample data from each well will be

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

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

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

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

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

Prepare Water Quality Protection Standards: Section 20390 of 27 CCR requires development of a water quality protection standard (WQPS) for each landfill. The WQPS includes a list of the COCs, the Concentration Limits, the point of compliance and all monitoring points at the site. The

WQPS applies during the active life of a landfill, the closure period, the post-closure maintenance period, and during any compliance period.

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

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

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

Data tables for each monitoring point include both current and historical analytical and field parameter values (all historically detected compounds are included). These tables are formatted so that data is shown chronologically for easy evaluation of temporal trends. They also include

basic statistical data for every analyte/parameter in the final columns, including median, average, standard deviation, minimum, and maximum. Data qualifiers (e.g., possible laboratory contaminant, trace value, etc.) are indicated and method detection limits are shown when a compound is not detected.

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

As required, the monitoring reports will also integrate data collected and reports prepared by SVSWA staff and other consultants (e.g., "general observations", copies of regulatory agency inspection reports, copies of the diversion and drainage facilities inspection and evaluation logs, landfill gas monitoring reports, etc.). If new Concentration Limit calculations are performed (as anticipated for the LRSL following the 2024 monitoring event), the Concentration Limit calculations will also be included in a report appendix. Supplementary data regarding storm water monitoring, landfill gas monitoring, leachate control systems, and corrective action systems will be evaluated during every monitoring period in relation to the concentration(s) and distribution of groundwater impacts. Landfill gas, in particular, is a likely source of most of the VOCs detected in groundwater samples, and changes in landfill gas behavior are often a precursor to changes in groundwater quality.

Prior to submittal of any work product to the SVSWA, GLA will provide comprehensive senior peer review of all deliverable technical documents. In addition, we expect that the SVSWA will approve all project work scopes and will also review all deliverables in draft form so that final submittals are responsive to the SVSWA's needs. Draft copies of monitoring reports will be submitted to the SVSWA approximately one to two weeks prior to required RWQCB submittal dates.

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

In addition, GLA will provide the SVSWA with a hard copy of the report, whenever requested. If requested at any time, GLA will also provide the SVSWA with the report in original Microsoft® WORD format and the report tables in Microsoft® EXCEL format.

Summary of Landfill Semiannual Reporting Schedule

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

* In addition, Quarterly residential well reports are transmitted to each resident, to the SVSWA, and to the RWQCB by April 30th, June 30th, September 30th, and December 30th.

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

Crazy Horse Sanitary Landfill – In accordance RWQCB-approved M&RP for the site, and revisions to the reporting submittal schedule as agreed upon by the RWQCB and the SVSWA, routine landfill monitoring reports will be prepared and submitted to the SVSWA on a semi-annual basis, one report summarizing the results of Summer/Fall monitoring activities conducted in July (report due January 31) and one summarizing the results of Winter/Spring monitoring conducted in January (report due July 31). Annual summary reporting for the landfill will be combined with the Summer/Fall semi-annual report. In addition to the required elements of routine semi-annual reporting, reports will also include an evaluation of trends interpreted from time-series plots for at least the previous five calendar years; describe any apparent increasing and/or decreasing trends; and report any monitoring changes made or observed since the last semi-annual report. Because the CHSL has several corrective systems, the annual reports will also include an evaluation of each corrective action system with respect to its effectiveness and the mass of VOC removed during the previous year. With the adoption of the Corrective Action Plan in 2013, the report also includes an assessment of the corrective action goal attainment and additional corrective actions taken by the SVSWA during the monitoring period to increase the likelihood of attaining those goals.

In addition to the semiannual/annual site monitoring reports, quarterly reports documenting the results of sampling residential wells will also be prepared and provided to the homeowners within approximately one month following each sampling event. Each residential report will include a cover letter that describes the sampling procedures, laboratory analyses, and results. The results will be compared to historical data and water quality protection standards. Should an analyte concentration exceed a water quality protection standard, GLA will explain the significance in the report. The quarterly reports will be accompanied by the laboratory report and the field sampling log. As is the current practice, quarterly reports are not uploaded to Geotracker to protect the homeowners' privacy. Reports will be provided to the SVSWA and the Central Coast RWQCB on CD or as a PDF by email.

Johnson Canyon Sanitary Landfill – In accordance with the RWQCB-approved M&RP for the site and the site monitoring conditions and sampling frequency provided in the RFP, a routine landfill monitoring report will be prepared and submitted to the SVSWA on a semi-annual basis, one report summarizing the results of Summer/Fall monitoring activities conducted in September

(report due February 28) and one summarizing the results of Winter/Spring monitoring conducted in March (report due August 31). Annual summary reporting for the landfill will be combined with the Summer/Fall semi-annual report. In addition to the required elements of routine semi-annual reporting, reports will also include an evaluation of trends interpreted from time-series plots for at least the previous five calendar years; describe any apparent increasing and/or decreasing trends; and report any monitoring changes made or observed since the last semi-annual report.

Jolon Road Sanitary Landfill – In accordance with the RWQCB-approved M&RP for the site and the site monitoring conditions, and a revised reporting schedule agreed upon between the SVSWA and the RWQCB, a routine landfill monitoring report will be prepared and submitted to the SVSWA on a semi-annual basis, one report summarizing the results of Summer/Fall monitoring activities conducted in September (report due March 31) and one summarizing the results of Winter/Spring monitoring conducted in March (report due September 30). Annual summary reporting for the landfill will be combined with the Summer/Fall semi-annual report. In addition to the required elements of routine semi-annual reporting, reports will also include an evaluation of trends interpreted from time-series plots for at least the previous five calendar years; describe any apparent increasing and/or decreasing trends; and report any monitoring changes made or observed since the last semi-annual report.

Lewis Road Sanitary Landfill – In accordance with the RWQCB-approved M&RP for the site and the site monitoring conditions and sampling frequency provided in the RFP, a routine landfill monitoring report will be prepared and submitted to the SVSWA on a semi-annual basis, one report summarizing the results of Fall/Winter monitoring activities conducted in January (report due April 30) and one summarizing the results of Spring/Summer monitoring conducted in July (report due October 31). Annual summary reporting for the landfill will be combined with the Fall/Winter semi-annual report. In addition to the required elements of routine semi-annual reporting, reports will also include an evaluation of trends interpreted from time-series plots for at least the previous five calendar years; describe any apparent increasing and/or decreasing trends; and report any monitoring changes made or observed since the last semi-annual report.

3.2 NON-ROUTINE SERVICES

GLA understands that SVSWA's sites periodically require technical support to address new regulatory requirements, response to a new release, unforeseen changes in a site's monitoring network, permitting and design needs, and other non-routine services. Based on our conversation with SVSWA, we anticipate that the following work items may be required as non-routine services.

Continue to Pursue De-Listing Crazy Horse Sanitary Landfill from the National Priorities List

Several years ago, GLA began research into removing the CHSL from the National Priorities List. GLA provided the SVSWA with an outline of the expected course of action needed to gain approval from the United States Environmental Protection Agency (US EPA). GLA followed this up with phone conversations to the RWQCB and CalRecycle, and both agencies supported this course of action. In 2019, GLA contacted the US EPA to further the discussion, and based on this conversation, the US EPA was enthusiastic about de-listing the site, citing the SVSWA's history of responsible actions to clean up groundwater impacts and proactive regulatory involvement from State and local agencies. However, at that time, the US EPA cited internal funding and staffing

concerns as the primary hindrance to pursuing delisting, and suggested that GLA follow up at a later time to check the status of funding and staffing based on future agency budgets. GLA will continue to reach out to the EPA to identify if budgets and staff support are sufficient to move forward with delisting the site.

Five Year Reviews and Water and Non-Water Release Corrective Action Plans

GLA understands that SVSWA will be preparing the 5-year permit reviews and updates for Jolon Road and Lewis Road landfills in 2025, for the Johnson Canyon Sanitary Landfill in 2026, and for the Crazy Horse Sanitary Landfill in 2028. GLA has prepared 5-year permit applications and water and non-water releases for dozens of sites in California. For the five-year review package, GLA will prepare a cover letter, necessary SWFP application and permit document updates in the form of application package based on the requirements of 27 CCR Sections 21640 and 21570. GLA will submit all changes and updates to the applicable permit documents in the form of an application package for review to SVSWA. After your comments are addressed, GLA will provide the final Five-Year Permit to the SVSWA, including the application form (CalRecycle Form E-1-77).

GLA will perform the necessary engineering review and update the water and non-water release corrective action plans including the associated cost estimates for SVSWA's sites. Previous assumptions and engineering analyses used to create the existing water and non-water release scenarios will be reviewed and updated, if necessary. Costs will be updated to reflect the new Caltrans Labor Surcharge and Equipment Rental Rates and the State of California Department of Industrial Relations (DIR) Prevailing Wage Rates for the applicable period. In our experience, the updates to these rates are typically all that is required unless there have been significant changes in groundwater chemistry, environmental monitoring and control systems, or seismic or climatic records for the area surrounding a landfill. Comparison of the updated cost estimates will determine which of the two plans will be the basis of the corrective action cost estimate. GLA will provide the cost information to SVSWA to update their financial assurance cost basis.

GLA will submit the water and non-water release corrective action plans and associated cost estimates to SVSWA for review and comment. County comments will be addressed and final corrective action plans will be provided to the County along with all of the permit review application package component for transmittal to the Local Enforcement Agency (LEA), CalRecycle, and the RWQCB for their review.

Update of the Johnson Canyon Sanitary Landfill Closure Plan Cost Estimate

In 2026, SVSWA will update the final closure and post-closure maintenance plan for this site. As part of this work, SVSWA may request that GLA assist with updating the closure cost estimate. To satisfy CalRecycle's closure plan financial assurance requirements, two different reports are required. The first report is an update to the Closure, Post-Closure, and Corrective Action cost estimates and is due annually to CalRecycle by June 1st. The second report is a calculation to establish the annual closure fund deposit requirements and is due to CalRecycle on the fund's anniversary date. GLA will prepare the updated Closure, Post-Closure, and Corrective Action cost estimate using CalRecycle's Annual Inflation Factor Report for use in updating cost estimates to 2026 dollars. The worksheet will be prepared and submitted

to the SVSWA for review, certification, and submittal. Additionally, GLA will provide a PDF spreadsheet of the calculations used to develop the annual closure fund deposit requirement.

Response to New or Tentative Indications of Releases

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

Respond to New WDRs for Closed Landfills in the Central Coast Region and Implementation of PFAS/PFOS Regulation

In 2020, the Central Coast RWQCB issued blanket WDRs for active landfills within their region, that was followed by site specific MRPs for the active landfills. The blanket WDR/specific MRPs included several new monitoring and reporting program elements that have since been adopted and implemented at the Johnson Canyon Sanitary Landfill. The Central Coast RWQCB has released the tentative order R3-2024-0036 in May 2024 for review and comment by landfill owners and operators in the region. The order requires written comment by 5:00 p.m. on June 24, 2024, and comments will be reviewed and addressed in a public hearing dated August 22 and 23, 2024. GLA is in the process of reviewing the document, assessing the potential changes to each site's monitoring and reporting programs, and will meet with SVSWA and the RWQCB to negotiate the changes.

Among the changes to the monitoring and reporting programs identified in the tentative order is a requirement for some form of routine sampling and analysis for PFAS constituents. Initially, each detection monitoring and corrective action well and each leachate monitoring point will be sampled for PFAS on a semiannual basis for a period of two years. The results will be evaluated, and it is expected that the RWQCB will back a determination about long-term monitoring and reporting for some or all PFAS compounds. This tentative order comes on the heels of the April 19, 2024, US EPA prepublication release of its final rule establishing some PFAS compounds as "hazardous substances" under CERCLA. US EPA also issued a PFAS Enforcement Discretion and Settlement Policy Under CERCLA (PFAS Enforcement Policy) that describes EPA's approach to enforcement. It is likely that the findings from current PFAS sampling at JCLF and future results from the PFAS monitoring program outlined in the tentative order will guide the SWRCB into further regulatory action, including possible routine monitoring of some PFAS compounds. In particular, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), including

their salts and structural isomers, have been identified as hazardous substances under CERCLA. As a result, monitoring for these two compounds, at least, seems likely.

In addition to the PFAS monitoring requirements, the tentative blanket WDR/MRP includes a number of monitoring and reporting requirements that will affect the costs to prepare the routine monitoring reports for the Crazy Horse, Jolon Road, and Lewis Road sites. These new requirements include:

- Preparation and updates of critical cross sections depicting the relationship of the groundwater equipotential surface elevation to the elevation of the bottom of waste.
- Comparison of groundwater chemistry data to local basin water quality objectives
- Analysis of maximum precipitation and storm intensities during the monitoring period.
- Tabulation and evaluation of VOC concentrations in gas samples. A gas sample for VOC analysis would be collected only if the methane concentration in a probe exceeds 5% by volume.
- Tabulation and evaluation of PFAS analytical results. Samples collected from each detection monitoring and corrective action monitoring well and leachate monitoring point are required to be analyzed for PFAS constituents. Sampling will occur on a semiannual basis for two years. Following the initial sampling term and using the analytical results from this period, GLA will negotiate subsequent PFAS sampling and reporting requirements with the RWQCB.
- Statistical evaluation of groundwater chemistry data, and purchase of a Sanitas license for each closed landfill. Statistical evaluations are required for all routine monitoring parameter data and for retest sample results during each monitoring event.
- Preparation and evaluation of Stiff and Piper diagrams for all anion/cation data for all groundwater monitoring wells and leachate sampling points.

According to the language in the blanket WDR/MRP, not all reporting elements will be applied to every site, and some of the requirements in the blanket order may be changed after SVSWA and GLA negotiate for their removal. However, for the purpose of this proposal, GLA has provided costs to implement all new reporting requirements outlined in the tentative blanket order. The cost for review and comment and negotiation of tentative WDR/MRP terms are included as a non-routine task. Costs to implement the changes outlined in the tentative order are incorporated as a separate line item in the routine reporting spreadsheet.

General Civil and Geotechnical Design Support

GLA has abundant experience in all facets of solid waste site engineering and design. We are prepared to provide SVSWA with any of the following services:

- Master planning
- Expansion and closure design
- Grading and drainage design
- Aerial Budget Modeling

- Fill planning
- Preparation of plans, specifications, and cost estimates
- Hydrology calculations
- Slope stability evaluations
- Borrow source evaluation
- Construction management and bid support
- Construction quality assurance observation, testing, and documentation
- Geotechnical laboratory services

Module VIII Expansion Design and Construction Support Services

The GLA Team has developed a proposed scope of work for the development of Module VIII, consisting of the following tasks:

- Task 1: Module VIII Engineering Analyses
- Task 2: Module VIII Plans, Specifications, and Engineer’s Estimate (WDRs require alternative liner be approved for each new module)
- Task 3: Assistance During Bidding
- Task 4: Design Engineer Services During Construction

This task breakdown reflects our understanding of activities that need to be completed in support of the Authority’s project objectives. Like the services that we have provided to date at the Landfill, GLA will work closely with Authority throughout the project to complete all of the project tasks in a cost efficient and timely manner.

Task 1 - Module VIII Engineering Analyses and Design Report

GLA will perform necessary engineering analyses and design for Module VIII in accordance with the site’s Waste Discharge Requirements (WDRs). This work will include the evaluation and review of the current JTD and previous Modules design analyses including; landfill seismic and static stability, hydrology, leachate generation and collection, landfill gas collection, and access. Each of these analyses is discussed below.

Hydrology Analyses - GLA will update and add to the existing drainage analysis and recently completed Stormwater Master Plan to provide engineering calculations to size new or revised ditches, pipes and other necessary drainage structures associated with Module VIII. Modifications will be made to account for the new entrance facility and access roads. Our evaluation will include performing revised surface hydrology calculations to calculate the runoff from the landfill area and run-on from the areas outside the landfill area. A drainage plan will be prepared showing the watershed area data, drainage paths, and points of concentrating flow. Once the drainage plan has been prepared, runoff calculations from the landfill area and run-on from the areas outside the landfill area impacting Module VIII will be performed. The results of these calculations will be used to size the runoff drainage structures and identify the erosion control measures necessary for the site. A 100-year return, 24-hour frequency storm event will be used for all drainage calculations.

Slope Stability Analyses - GLA will evaluate the proposed static and dynamic slope stability of Module VIII subgrade excavation, interim fills, final fill, and cut slopes. Iterative analyses will be performed to optimize each cell design for stability, airspace, and potential future in-fill considerations.

GLA will identify the engineering strength properties of all the materials that will be used in the liner system, taking into account the probable loads to which each material will be subjected. Site-specific soil and soil/synthetic properties will be used in these analyses.

Two-dimensional stability analyses will be performed using the limit equilibrium slope stability software, SLOPE/W. A variety of search procedures will be used to identify the critical potential failure surface for a given cross section. Critical surfaces may be circular, wedge, or composite in nature. As appropriate, individual critical surface analyses will take advantage of a optimization procedure within SLOPE/W wherein the lowest factor of safety potential slip surface at the end of standard limit equilibrium iterations is further iterated on a segment-wise basis to find potentially lower factors of safety (and often non-circular) slip surfaces. Use of this procedure will always result in a factor of safety that is equal to or lower than that identified if it had not been used (i.e. it is conservative).

Excavation and final fill slopes will be analyzed to demonstrate a minimum static and pseudo-static factor of safety of 1.5. Interim fill slopes will be analyzed to demonstrate static factors of safety of at least 1.3. In the event that the pseudo-static factor of safety is less than 1.5 for any excavation or final fill slope section, potential seismically-induced permanent displacements will be estimated using published procedures.

Module VIII Access Design - GLA will consider operational and construction access for Module VIII in the design. This will assure continued efficient access for waste placement and soil hauling during construction and as well as after completion of the module. GLA will coordinate this task with the landfill engineering and operations staff as necessary and utilize work performed as part of other task to the extent possible.

Leachate Collection and Removal System Design - The leachate collection and removal system will be designed to convey twice the peak estimated leachate generation according to Title 27 requirements and the facility WDRs. GLA has developed a standard procedure for this design that includes performing an analysis of leachate generation potential based on the Hydrologic Evaluation and Liner Performance (HELP) software and using the results from this analysis to size the collection pipe diameter, perforation sizing, and pipe spacing.

Leachate collection system calculations will be completed to demonstrate that the specified drainage layer, collection piping system, and sump satisfies minimum performance standards from liquid conveyance, maximum head on the liner, and pipe stability perspectives for the proposed final fill contours. The LCRS sump will be sized according to CCR Title 27 standards. Leachate pumping, conveyance, and storage needs will be assessed.

Miscellaneous Calculations - Other calculations may be necessary to justify the specific base liner profile proposed. These calculations such as anchor trench designs, geocomposite transmissivity

calculations, and so forth would be completed under this task. GLA will provide calculations to gain approval of the base liner system selected.

Deliverables:

GLA will prepare the Design Report Package for Module VIII. The scope of work for the Design Report is included in Task 2.

Task 3 – Module VIII Plans, Specifications, and Engineer’s Estimate

GLA will develop construction and permitting documents that will be used to solicit bids and gain RWQCB approval for the construction of Module VIII. These documents will include the Construction Drawings, Specifications, Engineers Estimate, Construction Quality Assurance (CQA) Plan, and Design Report. Each of these documents is discussed below.

Construction Drawings - GLA will complete the construction drawings for the construction of Module VIII. Designs will be developed with Authority in accordance with current regulatory requirements of the Central Coast Regional Water Quality Control Board (RWQCB).

Constructability Review - GLA construction management staff in coordination with Authority staff, will complete a review of the constructability of the design. The proposed design will be routinely reviewed throughout its development for impacts related to diversion and control of surface water, logistics of grading and materials handling, potential traffic impacts, lay-out and work areas, material delivery, water availability, and quality control.

Plan Review - GLA will submit the Plans and Specifications for review and comment at the 60, and 90 percent complete design stage for Module VIII. Both the 60 and 90 percent submittal will also include material quantity take-offs, back-up calculations, Technical Specifications, engineer’s cost estimate, and a price schedule.

Drawing Format - The construction drawings will be prepared in a digital format using AutoCAD Civil 3D (current release) to a scale of 1" = 50' (min). A digital copy of the drawing files will be supplied to the Authority with representative hard copy drawings of their content. Detail sheets will also be provided. Details of the design including cross-sections will be shown enlarged on the detail sheets and will be cross-referenced to the construction drawings and construction notes. It is estimated that approximately ten to fifteen sheets will be necessary to prepare the construction plan set for Module VIII.

Standard and Technical Specifications - The Standard Provisions will be developed for the project in conjunction with the Authority. These include the bid instructions, bid forms, and construction contract.

Technical or special provisions of the Specifications for the Module VIII construction will be prepared for inclusion into the bid package. The special provisions will be suitable for Public Works construction and will be submitted in a format acceptable to the RWQCB. The Specifications will be provided in MS Word and in PDF file format. Note that the Specifications

will require that a Construction Health and Safety Plan be developed and submitted by the Contractor.

Engineer's Estimate - An engineer's construction cost estimate for the work shown on the Construction Drawings and details and included in the Technical Specifications will be prepared based on final material quantities using unit prices developed from published local cost data and from experience with similar work. Costs will include labor, equipment, materials, contractor mark-up and overhead. A bid schedule tabulating specific items, units, and quantities will be prepared.

CQA Plan - GLA will prepare a CQA Plan for the construction of Module VIII based on the final design. The CQA Plan will be prepared to assure that acceptable test results and inspection observations are obtained to evaluate whether the final product is completed in compliance with minimum regulatory standards and the approved project design. The Plan will conform to applicable state regulatory requirements as well as the RWQCB's requirements and will, among other things, discuss:

- General project design information.
- Definitions of responsible parties and description of specific materials to be used in the construction.
- Personnel qualifications, chain of command, and CQA organization
- Project meetings.
- Test methods and inspection requirements for materials to be used in the construction of the leachate piping and the liner system.
- CQA testing interpretation protocols, including data evaluation, pass/fail criteria, and methods for combining different test methods to provide overall confidence in the quality and uniformity of the completed liner system.
- Documentation requirements and formats, including daily records, inspection sheets, photographs, acceptance of completed portions of the project, final documentation (Construction Report of Compliance) and document storage.

Module VIII Design Report - GLA Team will prepare a Design Report for submittal to the RWQCB. The Design Report will include the 90% Plans and Specifications for the proposed construction area incorporating the following information:

- Design rationale and criteria
- Design calculations
- Construction drawings
- Construction Specifications
- Construction Quality Assurance Plan
- Stability analysis and geotechnical information
- Interim refuse grades and ultimate Module capacity

Deliverables for each of the above items are described below.

60% Design Submittal - GLA will prepare preliminary construction drawings at the 60% level of completion based on the current Master Plan, revisions discussed with the Authority, and completed and the engineering analyses completed in Task 2. The 60% design submittal will include:

- Construction Plans, general cross sections, and typical details
- Preliminary draft Technical Specifications outline
- Access road design and layout
- Phasing plans for major phases showing refuse filling, soil management, interim storm water controls, and leachate and LFG management systems
- Initial Engineer's Estimate of construction cost

The list of bid items, quantities, and initial draft engineer's construction cost estimate for the work shown on the construction drawings and details and included in the Technical Specifications will be developed. The cost estimate will use unit prices developed from published local cost data and from experience with similar work. Costs will include labor, equipment, materials, contractor mark-up, and overhead. An estimate for the appropriate construction duration will also be developed.

90% Design - A Design Report reflecting the 90% design will be developed. The Design Report will include the 90% Plans and Specifications for the proposed Module VIII construction incorporating the following information:

- Site information and background
- Design calculations
- 90% construction drawings
- 90% construction Specifications
- 90% Construction Quality Assurance Plan
- 90% engineers estimate of construction costs
- Interim refuse grades and ultimate module capacity

The Design Report will be signed and certified by a State of California Professional Engineer.

We will incorporate review comments from our 60% submittal and develop additional details for the drawings. We will also update our Technical Specifications, engineer's estimate, and construction duration estimate. The 90% design package submittal will be complete from a GLA perspective, will model the substance and format of the final design package, and be consistent with Authority Standards.

Final (100%) Design Submittal - We will incorporate review comments from our 90% submittal. Once all changes have been completed, we will provide to the Authority:

- Final Technical Specifications
- Final CQA Plan
- Final Design Report
- Electronic files for the Technical Specifications, construction drawings, Engineer's Estimate, and Design Report
- Printed copies of the Technical Specifications, construction drawings, Engineer's Estimate, and Design Report

Deliverables will include both hard copies and digital bookmarked .pdf files.

Task 4 – Assistance During Bidding

GLA will perform the following subtasks as a part of the assistance during bidding services, each of which is described in more detail below:

Attend Pre-Bid Meeting - GLA will attend the pre-bid meeting with the Authority and the contractors preparing to bid on the project. Background information regarding the site permitting and RWQCB approvals leading to the composite liner system will be discussed. Design features will be described, as well as site logistics and coordination with the Authority.

Bid Process Assistance/Addenda Preparation - GLA will support Authority, as required, throughout the bidding process. Contractor questions during the bid process will be answered in written form and will be included with addenda prepared by GLA and the Authority.

Review and Evaluate Final Bids and Make Recommendation for Award - GLA will assist the Authority in reviewing and evaluating the bids received from the contractors.

Task 5 - Design Engineer Assistance During Construction

GLA will provide Design Engineer assistance during construction of Module VIII. The scope for this task is described below.

Attend Pre-Construction Meeting - The GLA Project Manager will attend the on-site pre-construction meeting. The purpose of the meeting will be to review administrative policies and procedures, discuss the overall project, coordinate site access with Authority staff, highlight on-going waste disposal operations and manage any potential conflicts with the construction activities, and to discuss any special concerns or issues related to the project.

Attend Construction Progress Meetings - Progress meetings will be held weekly at the construction site. The GLA Project Manager will attend the weekly meetings. Our cost estimate has assumed attendance at the weekly construction meetings by conference call and up to three meetings in person.

The Project Manager will address the following items at each meeting:

- Potential change orders

- Submittal/RFI update – the status of outstanding or pending submittals will be discussed
- Construction progress and schedule updates
- Design issues and Plan and Specification clarifications
- Plan revisions or detail revisions for clarification of design
- Job specific items
- Construction CQA issues

Final Job Walk and Punch List - The GLA Project Manager will participate in a job walk at the end of the project and will assist the CQA Consultant with development of a punch list. The punch list will identify those items that require completion or additional attention to be in compliance with the Plans and Specifications.

Procedure for Establishing Scope of Work and Budget for Non-Routine Work

When the SVSWA determines the need for a significant non-routine service, GLA will prepare a letter proposal and cost estimate outlining the scope of services, our approach to completing the work, the personnel who will be performing the work, project deliverables, and a schedule for completing the work. Upon approval of the proposal by the SVSWA, GLA will commence the non-routine work. No work will be conducted on a non-routine task without prior authorization from SVSWA management.

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".**

4 Cost Estimate

Costs for routine monitoring and reporting services are presented on the attached tables. For routine monitoring and reporting services tasks (G3, M1 through M4, and R1 through R4), GLA has provided a cost estimate based on our experience providing these same services to SVSWA for nearly 20 years. Work will be conducted on a time-and-materials basis in accordance with the unit rates presented on the attached tables.

GLA has provided estimated costs for the non-routine services described above that are based on the same rates provided for routine services. The scopes for most non-routine services are not well defined, and the estimate that we are providing herein may be best used by SVSWA to set aside funds for these types of tasks. To ensure that these tasks are budgeted properly, when the task need arises, GLA will discuss the scope and schedule with SVSWA, and then prepare a task-specific proposal and cost estimate for review and approval by SVSWA. After approval, GLA will initiate the work, and track those costs based on an approved task budget. Non-routine budget will not be used without prior authorization from SVSWA.

For both routine and non-routine work, GLA's unit rates will be fixed for the first three years of the contract, and then we would request the ability to renegotiate our rates if the contract is extended beyond three years. We note that Field Solutions' rates escalate by approximately 3 percent during each year of the contract.

PROJECT COST ESTIMATE FOR JULY 2024 TO JUNE 2027
ROUTINE GROUNDWATER MONITORING AND REPORTING SERVICES FOR SALINAS VALLEY SOLID WASTE AUTHORITY LANDFILLS

	Principal Geologist/Engineer	Project Geologist/Engineer	Staff Geologist/Engineer	CADD Designer	Clerical	Total Hours	Total Labor Cost	Miscellaneous Expenses	Field Solutions Inc.	Sanitas License	New WDR Reporting Requirements	Total Expenses	Total Project Costs
Unit Rate	hr. \$289	hr. \$216	hr. \$153	hr. \$153	hr. \$117			2% of labor		\$1260 (initial) \$310 (renewal)			
TASK G1 - SITE SPECIFIC SAMPLING AND ANALYSIS PLAN	GLA offers this service at no cost to the Authority												\$ -
TASK G2B - PROJECT HEALTH AND SAFETY PLAN	GLA offers this service at no cost to the Authority												\$ -
TASK G3 - MONTHLY PROJECT STATUS TABLE	54					54	\$15,606	\$312				\$312	\$ 15,918
TASK G4 - GENERAL NON-ROUTINE SERVICES	GLA to develop non-routine project specific cost estimates.												
TASK M1 - MONITORING AT THE CRAZY HORSE SANITARY LANDFILL	5		12			17	\$3,281	\$66	\$127,315			\$127,381	\$ 130,662
TASK M2 - MONITORING AT THE JOHNSON CANYON ROAD SANITARY LANDFILL	1.5		6			7.5	\$1,352	\$27	\$27,520			\$27,547	\$ 28,899
TASK M3 - MONITORING AT THE JOLON ROAD SANITARY LANDFILL	1.5		6			7.5	\$1,352	\$27	\$34,730			\$34,757	\$ 36,109
TASK M4 - MONITORING AT THE LEWIS ROAD SANITARY LANDFILL	1.75		7			8.75	\$1,577	\$32	\$29,630			\$29,662	\$ 31,238
TASK R1 - REPORTING FOR THE CRAZY HORSE SANITARY LANDFILL	14	49	640	48		751	\$119,894	\$2,400		\$1,880	\$45,324	\$49,604	\$ 169,498
TASK R2 - REPORTING FOR THE JOHNSON CANYON SANITARY LANDFILL	6.5	39	190	12	12	259.5	\$42,613	\$853		\$930		\$1,783	\$ 44,396
TASK R3 - REPORTING FOR THE JOLON ROAD SANITARY LANDFILL	6.5	24	166	12	12	220.5	\$35,701	\$715		\$2,190	\$26,646	\$29,551	\$ 65,251
TASK R4 - REPORTING FOR THE LEWIS ROAD SANITARY LANDFILL	6.5	13.5	204	12	12	248	\$39,247	\$786		\$2,190	\$22,650	\$25,626	\$ 64,872
Total Estimated Hours	97.25	125.5	1231	84	36	1,574	--	--	219195			--	Project Cost
Total Estimated Cost	\$28,105	\$27,108	\$188,343	\$12,852	\$4,212	--	\$260,620	\$5,217	\$219,195	\$7,190	\$94,620	\$326,222	\$586,842

NON-ROUTINE AND AS-NEEDED SERVICES

	Principal Geologist/Engineer	Senior Geologist/Engineer	Project Geologist/Engineer	Staff Geologist/Engineer	CADD Designer	Clerical	Total Hours	Total Labor Cost	Miscellaneous Expenses	Field Solutions Inc.	Total Expenses	Total Project Costs
Unit Rate	hr. \$289	hr. \$224	hr. \$216	hr. \$153	hr. \$153	hr. \$117			2% of labor	hr. \$1		
Task N1.1 - Crazy Horse Sanitary Landfill - Delisting Efforts	54		30	40	16		140	\$30,654	\$613		\$613	\$ 31,267
Task N2.1 - Johnson Canyon Sanitary Landfill - 5 Year Review/Closure Cost Estimates	28		34	30	21	10	123	\$24,409	\$488		\$488	\$ 24,897
Task N3.1 - Jolon Road Sanitary Landfill - 5 Year Review	28		34	30	21	10	123	\$24,409	\$488		\$488	\$ 24,897
Task N4.1 - Lewis Road Sanitary Landfill - 5-year Review	28		34	30	21	10	123	\$24,409	\$488		\$488	\$ 24,897
Task N5.1 - Unspecified Verification Resampling/New Release	2		8				10	\$2,306	\$46	\$6,900	\$6,946	\$ 9,252
Task N5.2 - New WDR/MRP and PFAS/PFOS Regulation Response	60		98	48		6	212	\$46,554	\$931		\$931	\$ 47,485
Task N5.3 - General Civil and Geotechnical Support	72		144	288	144	72	720	\$126,432	\$2,529		\$2,529	\$ 128,961
Task N5.4 - Module 8 Design and Construction Support Services	118	152	280	456		20	1026	\$200,738	\$4,015		\$4,765	\$ 205,503
Total Estimated Hours	390	152	662	922	223	128	2,477	--	--	6900	--	Non-Routine Costs:
Total Estimated Cost	\$112,710	\$34,048	\$142,992	\$141,066	\$34,119	\$14,976	--	\$479,911	\$9,598	\$6,900	\$17,248	\$497,159

**ESTIMATED PROJECT COSTS - GROUNDWATER MONITORING TASKS
SVSWA GROUNDWATER MONITORING SERVICES PROPOSAL JULY 2024 TO JUNE 2027**

Work Task	Rate	2024						2025						2026						2027						Task Totals												
		July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June		July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Task M1 - Crazy Horse Sanitary Landfill																																						
Principal Engineer/Geologist	\$ 289	0.5		0.25			0.5						0.5					0.25																		0.5	5	
Project Engineer/Geologist	\$ 216																																				0	
Staff Engineer/Geologist	\$ 153	1		1			1						1																								12	
CADD Draftsman	\$ 153	0																																		0		
Word Processor	\$ 117																																			0		
Labor Total		\$298	\$0	\$225	\$0	\$0	\$298	\$0	\$0	\$225	\$0	\$0	\$298	\$0	\$0	\$225	\$0	\$0	\$298	\$0	\$0	\$225	\$0	\$0	\$298	\$0	\$0	\$225	\$0	\$0	\$298	\$0	\$0	\$225	\$0	\$0	\$145	\$3,281
General Expenses	2%	\$6	\$0	\$5	\$0	\$0	\$6	\$0	\$0	\$5	\$0	\$0	\$6	\$0	\$0	\$5	\$0	\$0	\$6	\$0	\$0	\$5	\$0	\$0	\$6	\$0	\$0	\$5	\$0	\$0	\$6	\$0	\$0	\$5	\$0	\$3	\$66	
Field Solutions, Inc.	\$ 1	16280						17760						17770																							\$127,315	
Total Expenses		\$16,286	\$0	\$5	\$2,530	\$0	\$6	\$17,760	\$0	\$5	\$2,530	\$0	\$6	\$17,770	\$0	\$5	\$2,606	\$0	\$6	\$18,137	\$0	\$5	\$2,606	\$0	\$6	\$24,075	\$0	\$5	\$2,685	\$0	\$6	\$17,651	\$0	\$5	\$2,685	\$0	\$3	\$127,381
Monthly Total		\$16,583	\$0	\$230	\$2,530	\$0	\$303	\$17,760	\$0	\$230	\$2,530	\$0	\$303	\$17,770	\$0	\$230	\$2,606	\$0	\$303	\$18,137	\$0	\$230	\$2,606	\$0	\$303	\$24,075	\$0	\$230	\$2,685	\$0	\$303	\$17,651	\$0	\$230	\$2,685	\$0	\$147	\$130,662
Yearly Task Totals				\$19,647				\$41,732												\$48,569																\$20,713		
Task M2 - Johnson Canyon Sanitary Landfill																																						
Principal Engineer/Geologist	\$ 289		0.25						0.25																											1.5		
Project Engineer/Geologist	\$ 216																																				0	
Staff Engineer/Geologist	\$ 153		1						1																												6	
CADD Draftsman	\$ 153																																				0	
Word Processor	\$ 117																																				0	
Labor Total		\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,352	
General Expenses	2%	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27	
Field Solutions, Inc.	\$ 1			4,290						4,290					4,420							4,420						5,545						4,555			\$27,520	
Total Expenses		\$0	\$5	\$4,290	\$0	\$0	\$0	\$0	\$5	\$4,290	\$0	\$0	\$0	\$5	\$4,420	\$0	\$0	\$0	\$0	\$0	\$5	\$4,420	\$0	\$0	\$0	\$0	\$5	\$5,545	\$0	\$0	\$0	\$0	\$5	\$4,555	\$0	\$0	\$0	\$27,547
Monthly Total		\$0	\$230	\$4,290	\$0	\$0	\$0	\$0	\$230	\$4,290	\$0	\$0	\$0	\$230	\$4,420	\$0	\$0	\$0	\$0	\$0	\$230	\$4,420	\$0	\$0	\$0	\$0	\$230	\$5,545	\$0	\$0	\$0	\$0	\$230	\$4,555	\$0	\$0	\$0	\$28,899
Yearly Task Totals				\$4,520				\$9,170												\$10,425																\$4,785		
Task M3 - Jolon Road Sanitary Landfill																																						
Principal Engineer/Geologist	\$ 289		0.25						0.25																											1.5		
Project Engineer/Geologist	\$ 216																																				0	
Staff Engineer/Geologist	\$ 153		1						1																												6	
CADD Draftsman	\$ 153																																				0	
Word Processor	\$ 117																																				0	
Labor Total		\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,352	
General Expenses	2%	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27	
Field Solutions, Inc.	\$ 1			5,615						5,615					5,770							6,870						5,430						5,430			\$34,730	
Total Expenses		\$0	\$5	\$5,615	\$0	\$0	\$0	\$0	\$5	\$5,615	\$0	\$0	\$0	\$5	\$5,770	\$0	\$0	\$0	\$0	\$0	\$5	\$6,870	\$0	\$0	\$0	\$0	\$5	\$5,430	\$0	\$0	\$0	\$0	\$5	\$5,430	\$0	\$0	\$0	\$34,757
Monthly Total		\$0	\$230	\$5,615	\$0	\$0	\$0	\$0	\$230	\$5,615	\$0	\$0	\$0	\$230	\$5,770	\$0	\$0	\$0	\$0	\$0	\$230	\$6,870	\$0	\$0	\$0	\$0	\$230	\$5,430	\$0	\$0	\$0	\$0	\$230	\$5,430	\$0	\$0	\$0	\$36,109
Yearly Task Totals				\$5,845				\$11,845												\$12,760																\$5,660		
Task M4 - Lewis Road Sanitary Landfill																																						
Principal Engineer/Geologist	\$ 289	0.25					0.25						0.25																							1.75		
Project Engineer/Geologist	\$ 216																																				0	
Staff Engineer/Geologist	\$ 153	1					1						1																								7	
CADD Draftsman	\$ 153																																				0	
Word Processor	\$ 117																																				0	
Labor Total		\$225	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$225	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225	\$1,577	
General Expenses	2%	\$5	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5	\$32		
Field Solutions, Inc.	\$ 1	5115						4845					4975								4975						5110						4610				\$29,630	
Total Expenses		\$5,120	\$0	\$0	\$0	\$0	\$5	\$4,845	\$0	\$0	\$0	\$0	\$5	\$4,975	\$0	\$0	\$0	\$0	\$0	\$5	\$4,975	\$0	\$0	\$0	\$0	\$5	\$5,110	\$0	\$0	\$0	\$0	\$5	\$4,610	\$0	\$0	\$0	\$5	\$29,662
Monthly Total		\$5,345	\$0	\$0	\$0	\$0	\$230	\$4,845	\$0	\$0	\$0	\$0	\$230	\$4,975	\$0	\$0	\$0	\$0	\$0	\$230	\$4,975	\$0	\$0	\$0	\$0	\$230	\$5,110	\$0	\$0	\$0	\$0	\$230	\$4,610	\$0	\$0	\$0	\$230	\$31,238
Yearly Task Totals				\$5,575				\$10,280												\$10,545																\$4,840		
GROUNDWATER MONITORING TASKS TOTAL:																																					\$226,907	
Bold maroon font denotes a COC sampling event																																						

**ESTIMATED PROJECT COSTS - GROUNDWATER REPORTING TASKS
SVSWA GROUNDWATER MONITORING SERVICES PROPOSAL JULY 2024 TO JUNE 2027**

Work Task	Rate	2024						2025						2026						2027						Task Totals														
		July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
Task R1 - Crazy Horse Sanitary Landfill																																								
Principal Engineer/Geologist	\$ 289			0.5			0.5					1.5		0.5				0.5					1.5		0.5				0.5					1			0.5			14
Project Engineer/Geologist	\$ 216	6		1			1					6		1				1				6		1		6		1					1			8			1	49
Staff Engineer/Geologist	\$ 153	88		8			8					88		8				8				88		8		88		8					8			104		8		640
CADD Draftsman	\$ 153	3					7.5					7.5		88				8				88		8		88		8					7.5			8		48		
Labor Total		\$15,508	\$0	\$1,585	\$0	\$0	\$2,732	\$15,194	\$0	\$1,585	\$0	\$0	\$2,732	\$15,049	\$0	\$1,585	\$0	\$0	\$2,732	\$15,194	\$0	\$1,585	\$0	\$0	\$2,732	\$15,049	\$0	\$1,585	\$0	\$0	\$2,732	\$18,218	\$0	\$1,369	\$0	\$0	\$2,732	\$119,894		
Sanitas License Fee	As Shown							\$1,260												\$310																		\$1,880		
New WDR report requirements	As Shown	\$7,554						\$7,554					\$7,554							\$7,554																		\$45,324		
General Expenses	2%	\$310	\$0	\$32	\$0	\$0	\$55	\$304	\$0	\$32	\$0	\$0	\$55	\$301	\$0	\$32	\$0	\$0	\$55	\$304	\$0	\$32	\$0	\$0	\$55	\$301	\$0	\$32	\$0	\$0	\$55	\$364	\$0	\$27	\$0	\$0	\$55	\$2,398		
Monthly Total		\$23,372	\$0	\$1,616	\$0	\$0	\$2,787	\$24,311	\$0	\$1,616	\$0	\$0	\$2,787	\$22,904	\$0	\$1,616	\$0	\$0	\$2,787	\$23,361	\$0	\$1,616	\$0	\$0	\$2,787	\$22,904	\$0	\$1,616	\$0	\$0	\$2,787	\$26,446	\$0	\$1,396	\$0	\$0	\$2,787	\$169,496		
Yearly Task Totals								\$27,775					\$56,021							\$55,071																	\$30,629			
Task R2 - Johnson Canyon Sanitary Landfill																																								
Principal Engineer/Geologist	\$ 289		1																																				6.5	
Project Engineer/Geologist	\$ 216		6										0.5	6											0.5	6													39	
Staff Engineer/Geologist	\$ 153	10	20					10	20				10	20						10	20				10	20													190	
CADD Draftsman	\$ 153	2						2					2							2				2														12		
Word Processor	\$ 117		2						2					2							2				2													12		
Labor Total		\$1,836	\$4,879	\$0	\$0	\$0	\$0	\$1,836	\$4,879	\$0	\$0	\$0	\$1,944	\$4,879	\$0	\$0	\$0	\$0	\$1,836	\$4,879	\$0	\$0	\$0	\$0	\$1,944	\$4,879	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,613		
Sanitas License Fee	As Shown							\$310												\$310																		\$930		
General Expenses	2%	\$37	\$98	\$0	\$0	\$0	\$0	\$37	\$98	\$0	\$0	\$0	\$39	\$98	\$0	\$0	\$0	\$0	\$37	\$98	\$0	\$0	\$0	\$0	\$39	\$98	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$852		
Monthly Total		\$1,873	\$4,977	\$0	\$0	\$0	\$0	\$2,183	\$4,977	\$0	\$0	\$0	\$1,983	\$4,977	\$0	\$0	\$0	\$0	\$2,183	\$4,977	\$0	\$0	\$0	\$0	\$1,983	\$4,977	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$44,395		
Yearly Task Totals								\$6,849					\$14,119							\$14,119																				
Task R3 - Jolon Road Sanitary Landfill																																								
Principal Engineer/Geologist	\$ 289			1																																		6.5		
Project Engineer/Geologist	\$ 216	0.5		3				0.5					0.5											0.5		6												24		
Staff Engineer/Geologist	\$ 153		12	14					12	14				12	14					12	14				12	24												166		
CADD Draftsman	\$ 153		2						2					2						2				2														12		
Word Processor	\$ 117			2						2					2											2												12		
Labor Total		\$108	\$2,142	\$3,313	\$0	\$0	\$0	\$108	\$2,142	\$3,313	\$0	\$0	\$0	\$108	\$2,142	\$3,313	\$0	\$0	\$0	\$108	\$2,142	\$3,313	\$0	\$0	\$0	\$108	\$2,142	\$5,636	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,701			
New WDR report requirements	As Shown			\$4,606						\$4,606				\$4,606												\$4,606												\$26,646		
Sanitas License Fee	As Shown	\$1,260						\$310											\$310																		\$2,190			
General Expenses	2%	\$2	\$43	\$66	\$0	\$0	\$0	\$2	\$43	\$66	\$0	\$0	\$0	\$2	\$43	\$66	\$0	\$0	\$0	\$2	\$43	\$66	\$0	\$0	\$0	\$2	\$43	\$113	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$714			
Monthly Total		\$1,370	\$2,185	\$7,985	\$0	\$0	\$0	\$420	\$2,185	\$7,985	\$0	\$0	\$0	\$110	\$2,185	\$7,985	\$0	\$0	\$0	\$420	\$2,185	\$7,985	\$0	\$0	\$0	\$420	\$2,185	\$10,354	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,251				
Yearly Task Totals								\$11,540					\$20,871							\$23,239																	\$9,600			
Task R4 - Lewis Road Sanitary Landfill																																								
Principal Engineer/Geologist	\$ 289	1						1.5																														6.5		
Project Engineer/Geologist	\$ 216	1.5			0.5								1.5							1.5					1.5													13.5		
Staff Engineer/Geologist	\$ 153	12			6					6			14	12						14	12				14	12												204		
CADD Draftsman	\$ 153												2											2														12		
Word Processor	\$ 117	2											2											2														12		
Labor Total		\$2,683	\$0	\$0	\$1,026	\$0	\$2,448	\$4,988	\$0	\$0	\$1,026	\$0	\$2,448	\$2,683	\$0	\$0	\$1,026	\$0	\$2,448	\$2,683	\$0	\$0	\$1,026	\$0	\$2,448	\$2,683	\$0	\$0	\$1,026	\$0	\$2,448	\$2,683	\$0	\$0	\$1,026	\$0	\$2,448	\$39,247		
New WDR report requirements	As Shown							\$4,530					\$4,530							\$4,530					\$4,530													\$22,650		
Sanitas License Fee	As Shown	\$1,260						\$310												\$310																	\$2,190			
General Expenses	2%	\$54	\$0	\$0	\$21	\$0	\$49	\$100	\$0	\$0	\$21	\$0	\$49	\$54	\$0	\$0	\$21	\$0	\$49	\$54	\$0	\$0	\$21	\$0	\$49	\$54	\$0	\$0	\$21	\$0	\$49	\$54	\$0	\$0	\$21	\$0	\$49	\$785		
Monthly Total		\$3,997	\$0	\$0	\$1,047	\$0	\$2,497	\$9,927	\$0	\$0	\$1,047	\$0	\$2,497	\$7,267	\$0	\$0	\$1,047	\$0	\$2,497	\$7,577	\$0	\$0	\$1,047	\$0	\$2,497	\$7,267	\$0	\$0	\$1,047	\$0	\$2,497	\$7,577	\$0	\$0	\$1,047	\$0	\$2,497	\$64,871		
Yearly Task Totals								\$7,540					\$24,281							\$21,930																	\$11,120			
GROUNDWATER REPORTING TASKS TOTAL:																														\$344,013										
Bold maroon font denotes a COC reporting event.																																								

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products timely in accordance with Exhibit “C-1”.



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: June 20, 2024

From: Erika J. Trujillo, Clerk of the Board

Title: A Resolution Approving the Regular Board of Directors and Executive Committee Meetings Calendar for 2024, Changing the Executive Committee Meetings to 2:30 P.M. Wednesday, Two Weeks Before Each Regular Board Meeting.

RECOMMENDATION

The Executive Committee recommends that the Board adopts the resolution approving the new time and day for the Executive Committee Regular meetings.

STRATEGIC PLAN RELATIONSHIP

This is an administrative item.

FISCAL IMPACT

There is no fiscal impact.

DISCUSSION & ANALYSIS

The newly appointed Vice President Silva has a conflicting meeting at 5:30 p.m. The Executive Committee members were polled to select an alternative time. The Committee members recommended moving the meetings to 2:30 p.m. on Wednesdays, two weeks before each Board of Directors meeting.

Maintaining the meetings two weeks before the Board meetings enables staff to ensure that issues which need Executive Committee review are considered on a timely basis and to allow enough time to prepare reports for the upcoming Board meeting.

BACKGROUND

At the October 19, 2023, Board of Directors meeting, the 2024 meetings calendar was approved which established the regular meeting date and time of the Executive Committee on the Thursday two weeks prior to each Board meeting at 5:30 p.m.

On December 15, 2005, the Board established that the regular Board meeting date as the 3rd Thursday of each month at 6:00 p.m. in the City Council Chambers of the City of Gonzales. The Executive Committee meetings, while convened on an "as needed" basis, have an established meeting schedule, which is currently the Thursday two weeks prior to each Board meeting at 5:30 p.m.

The proposed calendar takes into account holidays and the League of California Cities January Academy and October Annual Conference. Conflict with Board Members' schedules have previously caused an issue due to lack of quorum.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Revised 2024 Meetings Calendar

RESOLUTION NO. 2024 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING DESIGNATING THE DATE, TIME AND PLACE FOR REGULAR BOARD AND EXECUTIVE COMMITTEE MEETINGS FOR CALENDAR YEAR 2024, CHANGING THE EXECUTIVE COMMITTEE MEETINGS TO 2:30 P.M. WEDNESDAY, TWO WEEKS BEFORE THE NEXT REGULAR BOARD MEETING.

WHEREAS, Section 2.02.010 (a) of the adopted Authority Code provides for the establishment by resolution of the date, time and place for regular Board meetings, and Section 2.06.010 establishes the Executive Committee meeting schedule; and,

WHEREAS, on October 19, 2023, the Board of Directors adopted Resolution No. 2023-59, approving the 2024 Meetings Calendar for Board of Directors and Executive Committee meetings; and,

WHEREAS, a conflict in the regular schedule of the Executive Committee meetings has been identified after the election of the new Vice President; and,

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that Board of Director meetings shall be held, unless otherwise noticed, at 6:00 p.m. on the third Thursday of each month in the Gonzales City Council Chamber located at 117 Fourth Street Gonzales, California, in accordance with "Exhibit A" attached hereto; and,

BE IT FURTHER RESOLVED, that Executive Committee meetings shall be held, unless otherwise noticed, at 2:30 p.m. on the Wednesday two weeks prior to a scheduled Board of Directors meeting at 126 Sun Street, Salinas, California, in accordance with "Exhibit A" attached hereto.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 20th day of June 2024, 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



2024 Meetings Calendar

Approved 10/19/2023
Resolution No. 2023-59

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

** July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January
4 – Exec Committee
18 – Board of Directors
February
1 – Exec Committee
15 – Board of Directors
March
7 – Exec Committee
21 – Board of Directors
April
4 – Exec Committee
18 – Board of Directors
May
2 – Exec Committee
16 – Board of Directors
June
6 – Exec Committee
20 – Board of Directors
July
31 – Exec Committee
August
15 – Board of Directors
September
4 – Exec Committee
19 – Board of Directors
October
23 – Exec Committee
17 – Board of Directors
November
6 – Exec Committee
21 – Board of Directors
December - Tentative
4 – Exec Committee
19 – Board of Directors

- Executive Committee Meeting | Regularly meets the **Wednesday** 2 weeks before the Board meeting at 2:30 p.m. 126 Sun Street, Suite, Salinas, CA 93901 (unless otherwise noticed)
- Board of Directors Meeting | Regularly meets the 3rd Thursday of month at 6:00 p.m. 117 Fourth Street, Gonzales, CA 93926 (unless otherwise noticed)
- League of California Cities New Mayors & Council Members Academy
- League of California Cities Annual Conference & Expo
- December Meetings Tentative (pending critical Board action items)

** July Meetings Recess

Agenda materials are normally posted to the website on Fridays before the next scheduled meeting.
<http://svswa.org/government/agendas-meeting-schedules/>



Report to the Board of Directors

ITEM NO. 7

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: June 20, 2024

From: Mandy Brooks, Resource Recovery Manager

Title: A Resolution Approving a Professional Service Agreement with Blue Strike Environmental for Project Management Services for the Regional SB 1383 Grant Programs for FY 23-24, FY 24-25, and FY 25-26 with total Expenditures in an Amount of \$250,000

RECOMMENDATION

Staff recommends that the Board adopt the resolution for a professional services agreement with Blue Strike Environmental for project management services for the regional SB 1383 grant programs for total expenditures over three years in the amount of \$250,000.

STRATEGIC PLAN RELATIONSHIP

The recommended action supports the Authority's 2024 Strategic Plan Goals & Priorities:

- Comply, adapt, and respond to regulatory changes; Ensure compliance with new organics requirement and outreach.

FISCAL IMPACT

At the April 18, 2024, Board of Director's meeting, the Board approved the supplemental appropriation of \$722,025 for CalRecycle's SB1383 Local Assistance Grant Program 2022-23, Cycle OWR4. There is sufficient funding to cover the expenses associated with the SB 1383 project management services. The grant funding includes a total of \$250,000 for project management services; approximately \$20,000 this fiscal year, \$150,000 for FY 24-25, and \$80,000 for FY 25-26.

DISCUSSION & ANALYSIS

The Authority annually contracts with Blue Strike Environmental (BSE) for Special Event Recycling services, Edible Food Recovery Grant Administration, and most recently for SB 1383 Quarterly Organic Waste Sampling services (Reso. No. 2024-38). This agreement with Blue Strike will be valid for three (3) fiscal years; 2023-24, 2024-25 and 2025-26 to coincide with the grant term.

Similar to the first cycle of CalRecycle's SB 1383 grant funding, the Authority will act as the grant administrator for expenditure reporting and program reporting for our member agencies, and BSE will continue to act as the project manager to implement the regional funded programs in coordination with ReGen Monterey and their member jurisdictions.

These regional programs include:

- Edible Food Recovery capacity planning

- Food Recovery Organization Technical Assistance
- Education & Outreach Edible Food Recovery Targeted Generators (Tier 1 & 2)
- Marketing, design, and production of Printed Materials, Media, Web, Media Buy, and Stakeholder Engagement
- Education & Outreach for Organics Collection Residential Regional, Business & MF
- Residential & Commercial Organics Collection Local Champion Program
- Enforcement Toolkit and Training Development, MOUs, Agreements for Cities

BACKGROUND

SB 1383 requires increasing or expanding edible food recovery programs, educating food generating businesses about organics recycling and edible food recovery requirements, implementing compost or mulch procurement programs, and developing enforcement programs for member agencies.

ATTACHMENT(S)

1. Resolution
2. Attachment No. 1 – Professional Service Agreement with Blue Strike Environmental

RESOLUTION NO. 2024 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH BLUE STRIKE ENVIRONMENTAL FOR PROJECT MANAGEMENT SERVICES FOR THE REGIONAL SB 1383 GRANT PROGRAMS FOR FISCAL YEARS 2023-24, 2024-25, & 2025-26 AND ANNUAL EXPENDITURES IN AN AMOUNT OF \$250,000

WHEREAS, on April 18, 2024, the Salinas Valley Solid Waste Authority Board of Directors approved the supplemental appropriation of \$722,025 for the CalRecycle SB1383 Local Assistance Grant Program 2022-23, Cycle OWR4; and,

WHEREAS, the grant funding includes a total of \$250,000 for project management services; approximately \$20,000 FY 2023-24, \$150,000 for FY 2024-25, and \$80,000 for FY 2025-26; and,

WHEREAS, the Authority will act as the grant administrator for expenditure reporting and program reporting for our member agencies, and Blue Strike Environmental will continue to act as the project manager for the regional grant program administration.

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 approve a professional services agreement with Blue Strike Environmental for project management services for Regional SB 1383 Grant Programs for Fiscal Years 2023-24, 2024-25, and 2025-26 expenditures in an amount of \$250,000, as long as it is within the approved operating budget.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 20th day of June 2024, 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



Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

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

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 1st day of May 2024 (“Effective Date”) by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority (“Authority”) and Blue Strike Environmental, (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

1.2 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, but not exceeding the maximum contract amount of Two hundred and fifty Thousand Dollars (\$250,000) (“Contract Sum”).

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

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

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Service. 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").

4. COORDINATION OF WORK

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

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

4.3 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 one dollar (\$1.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

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

8. MISCELLANEOUS

8.1 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:

BLUE STRIKE ENVIRONMENTAL

By: _____
Name: Kristin Cushman
Title: CEO

By: _____
Name:
Title:

Address: 126 Bonifacio Pl Ste G
Monterey, CA 93940

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		

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		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		

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 - Scope of Services



CalRecycle SB 1383 Local Assistance Grant Program (LAGP) OWR4 Proposed Scope of Work FY 23-24, 24-25, 25-26

Background

Since 2020/2021 Blue Strike has provided SB 1383 professional services on behalf of Salinas Valley Recycles and ReGen Monterey, under a coordinated regional program approach. In February 2022, Blue Strike supported regional efforts to apply for and secure CalRecycle SB 1383 Local Assistance Grant (LAGP) funding under Cycle 1 (OWR1) block grants. Grant funding under OWR1 concentrated regional efforts generally focused on: Developing a regional approach to Edible Food Recovery (EFR) program development; Food Recovery Organizations (FRO) Capacity Building, Development and subscription of Careit technology application to support EFR donation and transfer for Tier1/Tier2 Generators and FROs; Organics and EFR Education, Outreach & Technical Assistance; and jurisdiction Procurement support. Under this effort, Blue Strike applied for and directly managed funds for 8 jurisdictions of ReGen Monterey territory. Salinas Valley Recycles (SVR) directly applied for and managed funds for 5 jurisdictions of SVR. The County of Monterey applied for and managed funding directly. Blue Strike served as the coordinating project manager across SVR and ReGen participating jurisdictions to ensure a cost effective and unified delivery approach.

In November 2023, Blue Strike supported regional efforts to apply for and secure the 2nd round of CalRecycle LAGP (OWR4) funding. Under OWR4, SVR and Regen were eligible to apply for funding directly on behalf of their participating jurisdictions. Blue Strike is continuing to serve as the coordinating project manager across SVR and ReGen participating jurisdictions to ensure a cost effective and unified delivery approach. The associated grant term runs from April 2024-April 2026.

OWR1 generally included the following:

- **Agency Coordination***: Technical Advisory Committee & Regional Coordination.
- **Careit Donation App***: Development and subscription of regional CAREIT technology application to facilitate EFR donation, transfer and tracking between generators and FROs.
- **FRO Capacity Building**: Education, outreach & technical assistance with organizations



and services within the Monterey County food rescue network to build capacity.

- **Organics & EFR Outreach & Technical Assistance:** Materials and services to support participation in organics diversion and EFR programs.
- **Organics Procurement*:** Agency support for direct procurement to meet annual requirements.

OWR4 generally includes the following:

Project Management

- **Agency Coordination*:** Continued Technical Advisory Committee & Regional Coordination.

Enforcement/Monitoring

- **Enforcement Toolkit:** Toolkit and training materials for agencies related to compliance.
- **Waste Sampling:** Quarterly audits to monitor SVR facility waste streams for organics and contamination.
- **Recyclist*:** Offset annual costs related to shared database subscription.

Edible Food Recovery

- **Careit EFR Donation App*:** Continued subscription to regional CAREIT technology application to facilitate EFR donation, transfer and tracking between generators and FROs. (additional 2-4 years as budget allows)
- **FRO EFR Capacity Building Equipment*:** Equipment in support of the FRO Capacity Building Grant Program. Will be paid directly to FROs or used to procure equipment on FRO behalf.
- **FRO EFR Outreach & Technical Assistance:** Continued services to support compliance and participation in EFR diversion for FRO food rescue network.
- **Generator EFR Outreach & Technical Assistance:** Continued services to support compliance and participation in EFR diversion for Tier1/Tier 2 generators.

Organics Collection

- **Non-EFR Equipment*:** Equipment in support of organics diversion such as kitchen pails, liners, labels, tools, backyard composting or vermicomposting, etc.
- **Materials & Marketing Design & Production*:** Design and production of printed materials, media, web, or similar development, marketing media buys, related content.
- **Marketing Stakeholder Engagement:** Market research, engagement or related activities to inform and evaluate education, outreach & technical assistance.



- **Organics Collection:**
 - **Local Champion:** Develop and implementation of organics collection local champion program.
 - **Residential Collection:** Services to support participation in residential organics diversion collection services.
 - **Commercial/Multifamily Collection*:** Services to support participation in commercial/multifamily organics diversion collection services.
 - **Targeted Business Assistance*:** Services to support targeted SVR area business assistance through California Green Business Network.

Market Demand

- **Procurement*:** Agency support for direct procurement toward annual requirements.

***These expenses** will be handled directly by agencies; not including in Blue Strike proposed scope of work or budget herein.

Scope of Work

Under the OWR4 proposed scope of work, Blue Strike will concentrate our efforts for SVR in the following (4) areas. Additional descriptions of each focus area are presented below.

- Part I. Enforcement**
- Part II. Food Recovery Organization (FRO) Capacity Building**
- Part III. Edible Food Recovery (EFR) Education and Outreach**
- Part IV. Organics Education and Outreach**



Part I. Enforcement

CalRecycle Budget Category: (Personnel: Enforcement–Toolkit and Training Development, MOUs, Agreements)

Background and Current Status

January 2024 marks the beginning of the enforcement period for Senate Bill 1383- Short Lived Climate Pollutants. With the beginning of the enforcement period, jurisdictions are now required to enforce the regulations of SB 1383 as they relate to organics recycling and edible food recovery. Businesses and residents who are not in compliance, as determined by route reviews, edible food recovery inspections, review of service subscriptions, and other inspection activities, will be issued Notices of Violation and subsequent fines if behavior is not adjusted. In order to develop a successful enforcement program, Blue Strike proposes creating an enforcement toolkit to be easily accessible for jurisdictions countywide. Precise contents of toolkits will be guided by coordination with the Monitoring, Reporting & Enforcement (MORE) Technical Advisory Subcommittee, and available CalRecycle guidance and best practices.

Goals

In order to provide enforcement resources to jurisdictions effectively, the project will follow three main tasks, which may include:

1. Develop an enforcement toolkit in a format accessible to all jurisdictions (Shared Google Drive, Dropbox, etc) including:
 - a. Shared resources from jurisdictions to inform practices for other jurisdictions
 - b. Overview of SB 1383 for Code Enforcement
 - c. Breakdown of roles and responsibilities for enforcement
 - d. Example letters
 - e. Recyclist's enforcement webinar
 - f. Fine amounts and timing requirements between notices
 - g. Organics cart rollout options
 - h. CalRecycle Enforcement FAQ
 - i. Best Practices
 - j. Other resources as they become available
2. Deliver a presentation to jurisdictions on enforcement overview, to be available in the toolkit
3. Continually upload new and improved resources throughout the grant term as they become available



Part II. Food Recovery Organization (FRO) Capacity Building

CalRecycle Budget Category: (Personnel: Education–FRO Technical Assistance)

Background and Current Status

Throughout the duration of the OWR1 cycle of the Local Assistance Grant Program, Blue Strike has aided Salinas Valley Recycles and ReGen Monterey in providing assistance to local Food Recovery Organizations in order to build their capacity to accept food donations. Apart from management of SVR's and ReGen's Edible Food Recovery Capacity Building Grant, this work has taken place through site visits, surveying, conducting focus groups, and conducting Careit outreach and providing assistance as requested with the Careit application. While it is still being determined how much surplus food is available in reality from each Tier 1 and Tier 2 industry within the county, it is unclear whether the local food recovery network currently has sufficient capacity to recover all available food. Thus, as the region moves into the OWR4 cycle of grant funding from CalRecycle, it is recommended to continue building food recovery capacity with local FROs to maintain a strong relationship with the organizations providing assistance to the community members most in need.

Goals

In order to further increase Monterey County's food recovery capacity, project goals fall into five main focus areas, which may include:

1. Conduct outreach on the Careit application to Food Recovery Organizations, with a goal of 30 Careit accounts created by FROs.
2. Edible Food Recovery equipment purchase. LAGP funding outside this scope of work is allocated to supplement the existing budget for the Edible Food Recovery Capacity Building Grant, or function as a separate budget to support FROs who have not received grant funding. BSE may assist in facilitating procurement, identifying appropriate needs, or alignment with concurrent grantmaking.
3. Develop partnerships with local FROs to identify and promote best practices around transportation, maximizing storage efficiency, and troubleshooting other common food recovery challenges.
4. Develop strategic partnerships with local community centers and kitchens to host trainings on food recovery and reuse strategies, including repurposing leftovers, pickling, and jarring.
5. Develop a volunteer program targeted at high school and college students to support existing FRO volunteer networks and build community engagement and learning opportunities.



Complementary Activities

1. Continued annual surveying of Food Recovery Organizations to determine changes in capacity. This work is currently not being funded by CalRecycle's Local Assistance Grant Program, but could potentially fall into this grant project area for OWR4.
2. Continued promotion and management of SVR's and ReGen's Edible Food Recovery Capacity Building Grant Program. This work is currently not being funded by CalRecycle's Local Assistance Grant Program, but could potentially fall into this grant project area for OWR4.



Part III. Edible Food Recovery (ERF) Education and Outreach CalRecycle Budget Category: (Personnel: Education–EFR & Organics Collection)

Background and Current Status

Per the requirements of Senate Bill 1383- Short Lived Climate Pollutants, all Tier One and Tier Two edible food generators must donate the maximum amount of surplus edible food possible to food recovery organizations and food recovery services rather than disposing of it in a landfill. Jurisdictions are also required to provide sufficient education to edible food generators that fall into these tiers to ensure they have all of the necessary tools and information for compliance. Blue Strike has already been conducting outreach and providing education to Monterey County's Tier One and Tier Two edible food generators and proposes to continue this education and outreach into the OWR4 cycle of the CalRecycle SB 1383 Local Assistance Grant Program on behalf of SVR's and ReGen's member jurisdictions.

Goals

Entities requiring education and outreach on Edible Food Recovery include:

1. Tier One Edible Food Generators
 - a. Grocery stores and Supermarkets with a total facility size of 10,000 or more square feet
 - b. Food Distributors
 - c. Wholesale Food Vendors
 - d. Food Service Providers
2. Tier Two Edible Food Generators
 - a. Restaurants with 250 or more seats or a total facility size of 5,000 or more square feet
 - b. Hotels with 200 or more rooms and an on-site food facility
 - c. Health facilities with 100 or more beds and an on-site food facility
 - d. Local education agencies with on-site food facilities
 - e. Large Venues and Events
 - f. State Agency Cafeterias with 250 or more seats or a total cafeteria facility size of 5,000 or more square feet

Based on results from initial rounds of outreach, it has been determined that the majority of Tier one generators have food donation programs in place. It has also been determined that the majority of Tier Two restaurants have little to no surplus edible food available for donation. While it is recommended to continue outreach to these sectors to combat common



misconceptions about what types of food are donatable, it is recommended to target specific sectors in additional rounds of edible food recovery outreach. Food service providers and hotels with conference centers may represent the largest opportunity for developing food recovery practices that may not already be in place in these sectors. Additionally, further outreach will be required to determine the amount of surplus food generated by local education agencies, so outreach targeted towards schools is recommended as well. Goals for achieving sufficient knowledge and well-developed food recovery programs among Tier One and Tier Two Edible Food Generators fall into six main focus areas:

1. Provide education to Tier One and Tier Two commercial edible food generators through emails, letters, phone calls, virtual and in-person meetings, site visits and webinars.
2. Conduct outreach on Careit to Tier One and Tier Two Edible Food Generators, with a goal of 20 Commercial Edible Food Generator locations using Careit. It is recommended to target Careit outreach towards corporate contacts for chain grocers, restaurants, and hotels for further Careit outreach, as chain businesses may be required to follow corporate guidelines for reuse and donations.
3. Develop strategies and/or partnerships to address storage and pickup challenges for events and restaurants that have available donations after all local Food Recovery Organizations are closed
4. Develop strategies to address storage and pickup challenges for schools with no heated or refrigerated storage space and limited staff to facilitate donations.
5. Develop and distribute a customized toolkit by sector for targeted generator types.
6. Update Recyclist's Edible Food Generator list by jurisdiction to increase the accuracy of the database.



Part IV. Organics Education and Outreach

CalRecycle Budget Category: (Personnel: Education–EFR & Organics Collection)

Background and Current Status

Per the requirements of Senate Bill 1383- Short Lived Climate Pollutants, all Organic Waste Generators must now recycle any organic waste generated on site. Jurisdictions, in collaboration with haulers within the county have already made great strides in signing up residential, multifamily, and commercial sites for organics accounts, and providing education and outreach to Organic Waste Generators to ensure they understand how to properly sort organic waste and why it is important to do so. The Salinas Valley Recycles Resource Recovery staff have worked to create resources for homes, businesses, and schools, providing education through door-to-door outreach, site visits, webinars, billboards and media campaigns. ReGen’s Communications and Public Education team has also worked to educate Organic Waste Generators through school outreach and agreements with franchise haulers. Haulers within the county help to provide education to customers as well, through newsletters, presentations and trainings, and site visits. Throughout the OWR4 cycle of CalRecycle SB 1383 Local Assistance Grant funding, it is recommended to expand education and outreach efforts collaboratively throughout the county to empower Organic Waste Generators to be a part of the state’s efforts to reduce organic landfill inputs.

Goals

Entities requiring education on organics collection fall into four main categories:

1. Residential
2. Multifamily
3. Commercial
4. Schools

While schools may technically fall under the “Commercial” generator type, it is expected that a school outreach approach will differ vastly from outreach to other commercial accounts. As such, they are listed as a separate category. Targeted methods of education and outreach may vary depending on the generator category. Methods of outreach prioritized and target audiences to prioritize should be informed by a market analysis within the first half of the grant term, but recommended strategies for organics collection education and outreach follow five main focus areas:

1. In-person outreach including but not limited to site visits, door-to-door, and tabling at events. It is recommended to base the target number of sites to be visited on results from a market analysis.



2. Virtual outreach including but not limited to webinars, newsletters, phone calls and emails. It is recommended to base the target number of activities in this category on results from a market analysis.
3. Development of customized organic waste collection toolkits for selected generator types.
4. Development of a local champion program for multifamily, residential, and school addresses to empower one resident or staff member to take leadership of organics collection education for their building, school, or neighborhood.
5. This scope may also include stakeholder engagement and/or market research to support the successful messaging, design, delivery and implementation of education and outreach materials and/or campaign elements.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

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

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

(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.

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 Schedule of Compensation



Cost Proposal

The term of this agreement is proposed to align with the ClaRecycle LAGP OWR4 grant funding term, with expenditures over three (3) fiscal years: FY 23-24, 24-25, & 25-26 (through the term of the grant), not to exceed \$250,000. FY cost breakdown by task line item are estimated; actual expenditures by line item may shift within the total approved budget.

Task	Description	FY 23/24	FY 24/25	FY 25/26	SUM
	Part I. Enforcement				
4.06	Enforcement Toolkit	\$5,750	\$10,120	\$1,311	\$17,181
	Part II. FRO Capacity Building				
4.05	FRO Technical Assistance	\$2,300	\$18,400	\$10,764	\$31,464
	Part III. EFR Education + Outreach				
4.01	EFR Business Tier 1/2 Generators	\$5,520	\$30,360	\$5,635	\$41,515
	Part IV. Organics Education + Outreach				
4.02	Local Champion Program Development	\$1,840	\$7,360	\$4,784	\$13,984
4.03	Residential Organics Collection	\$2,070	\$33,120	\$8,510	\$43,700
2.02	Marketing Stakeholder Engagement	\$1,150	\$34,500	\$22,291	\$57,941
	Total	\$18,630	\$133,860	\$53,295	\$205,785



Hours Breakdown

The following table provides estimated costs and hours by job class/billing rate and task, based on currently defined scope of work. Actual costs and hours by task may vary within the total approved budget and billing rates provided.

Task	Program Manager	Program Specialist	Marketing & Design	Line Sum	Program Manager	Program Specialist	Marketing & Design	Hrs Sum
Rate	\$135/hr	\$112/hr	\$135/hr	sum	hrs	hrs	hrs	hrs
4.06	\$2,160	\$14,784	\$237	\$17,181	16	132	2	150
4.05	\$6,480	\$24,640	\$344	\$31,464	48	220	3	271
4.01	\$4,860	\$36,288	\$367	\$41,515	36	324	3	363
4.02	\$4,860	\$8,064	\$1,060	\$13,984	36	72	8	116
4.03	\$8,100	\$34,944	\$656	\$43,700	60	312	5	377
2.02	\$8,640	\$10,752	\$38,549	\$57,941	64	96	286	446
	\$35,100	\$129,472	\$41,213	\$205,785	260	1,156	305	1,721

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule listed in Exhibit D-1**
- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

Exhibit D-1 Schedule of Performance



Task 1. Enforcement Timeline

Date	Key Milestone	Party
Q2 2024	Develop enforcement toolkit with most important and readily available information to help jurisdictions begin enforcement activities	BSE, jurisdictions
Q2 2024	Webinar style presentation to jurisdictions on enforcement overview	BSE
Q3 2024– Q2 2026	Continued updates and enhancements to enforcement toolkit as needed	BSE, jurisdictions, SVR, ReGen

Task 1. Budget

The budget allocated to Part I is listed below and broken out by each JPA.

Part I. Enforcement			
Task	SVR Cost	ReGen Cost	Total
Enforcement - Toolkit and Training Development, MOUs, Agreements	\$17,181	\$20,150	\$37,331



Task 2. FRO Timeline

Date	Key Milestone	Party
Ongoing	Provide Careit outreach and assistance as requested to FROs	BSE
Q2 2024–Q1 2025	Develop partnerships with FROs interested in contributing to a best practice guide	BSE, FROs
Q2 2024–Q2 2025	Develop partnerships and strategies with community kitchen to host food recovery and reuse trainings	BSE, FROs
Q2 2024–Q2 2025	Development of high school/college volunteer program	BSE, FROs, Local education agencies
Q3 2024–Q4 2024	Assess common FRO equipment needs	BSE, SVR, ReGen
Q1 2025	Bulk purchase of needed equipment for FROs, host giveaway	SVR, ReGen, member jurisdictions
Q2 2025	Launch best practice guide for FROs	BSE, FROs
Q3 2025	Launch pilot community kitchen class program	BSE, FROs
Q3 2025	Launch pilot student volunteer program	BSE, FROs, Local education agencies, SVR, ReGen

Task 2. Budget

The budget allocated to Part II is listed below and broken out by each JPA.

Part II. Food Recovery Organization Capacity Building			
Task	SVR Cost	ReGen Cost	Total
Education - FRO Technical Assistance	\$31,464	\$36,902	\$68,366



Task 3. EFR Timeline

Date	Key Milestone	Party
Ongoing	Continued outreach to schools, development of materials and strategies for school edible food recovery	BSE
Q2 2024–Q4 2024	Develop strategies and partnerships to address storage and pickup issues for events/restaurants that close after FRO operating hours	BSE, FROs, Tier 2
Q3 2024–Q1 2025	Update Recyclist Edible Food Generator List	BSE, Jurisdictions
Q3 2024–Q4 2024	Research corporate contacts for chain grocers, restaurants and hotels	BSE, Tier 1, Tier 2
Q3 2024–Q4 2024	General Tier 1 and Tier 2 EFR outreach, with focus on Tier 2	BSE, Tier 1, Tier 2
Q3 2024–Q4 2024	General Careit outreach targeted at Tier 2	BSE, Tier 2
Q1 2025–Q2 2026	Targeted outreach to schools, food service providers and hotels with conference centers	BSE, Tier 1, Tier 2
Q1 2025–Q4 2025	Careit outreach targeted at corporate contacts for chain grocers, restaurants and hotels	BSE, Tier 1, Tier 2

Task 3. Budget

The budget allocated to Part III is listed below and broken out by each JPA.

Part III. Edible Food Recovery Education and Outreach			
Task	SVR Cost	ReGen Cost	Total
Education - EFR Tier1/2 Generators	\$41,515	\$48,690	\$90,205



Task 4. Organics Timeline

Date	Key Milestone	Party
Ongoing	Continue ongoing school outreach and support	Haulers, Jurisdictions, SVR, ReGen
Q3 2024–Q4-2024	Market Analysis to determine strategic areas of prioritization and methods of communication	SVR, ReGen, BSE
Q3 2024	Begin material development toolkits	BSE
Q1 2025	Complete Market Analysis and develop action plan based on results	Contractor, BSE, SVR, ReGen
Q2 2025–Q2 2026	Begin ongoing targeted door to door outreach for target audiences	BSE, SVR
Q1 2025–Q2 2026	Begin hosting ongoing quarterly webinars specific to each account type	BSE
Q2 2025	Begin rollout of toolkits for selected target audiences	BSE
Q2 2025	Begin rollout of Local Champion Pilot for easy adopter addresses	BSE, SVR, ReGen
Q3 2025	Begin rollout of Local Champion program for second tier addresses	BSE, SVR, ReGen

Task 4. Budget

The budget allocated to Part III is listed below and broken out by each JPA.

Part IV. Organics Education and Outreach			
Task	SVR Cost	ReGen Cost	Total
Education - Organics Collection Residential	\$43,700	\$51,252	\$94,952
Education - Organics Collection Local Champion Program	\$13,984	\$16,401	\$30,385
Materials and Marketing - Stakeholder Engagement	\$57,941	\$16,185	\$74,126



Report to the Board of Directors

ITEM NO. 8

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: June 20, 2024

From: Cesar Zuñiga, Assistant General Manager/Operations Manager

Title: A Resolution Declaring Surplus Property and Authorizing the General Manager /CAO to Dispose of Property

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

The sale of surplus property may generate some revenue. The surplus units will be placed for sale. Reasonable offers will be considered for the sale of surplus units.

DISCUSSION & ANALYSIS

The Authority has a replacement schedule that allows staff to replace equipment that may exceed its value due to repairs needed to keep the unit in operational status or may no longer meet California Air Resources Board (CARB) requirements. Staff would like to surplus the equipment listed below due to their overall cost to repair compared to the equipment's value, equipment's age and requirements set by CARB.

Description	Vin Number	Reason for Surplus	Estimated Value	Estimated Revenue from:
2005 Caterpillar 826H Landfill Compactor	VAWF00232	Units age / hours / usage	\$75,000- \$150,000	Sale
1998 Toyota Electric Forklift	28960	Repairs exceed value / units age / usage	\$2,500- \$6,500	Sale

Staff would like to surplus the above-listed equipment based on its operational status, age, cost to repair, and CARB requirements. Staff have got their money's worth out of the 2005 Caterpillar 826H Landfill Compactor. Earlier this year the board authorized the purchase of

a 2020 Caterpillar 836K. The current Caterpillar 836H will now become the backup machine and the need for the 2005 Caterpillar 826H, along with the units age and hours allows for the surplus of the unit. The 1998 Toyota Electric Forklift has several mechanical issues that will need to be addressed if kept. Due to the age of the unit parts are hard to come by and often require retrofits to repair the unit with newer parts made for newer forklifts. Staff have two newer forklifts that can handle the load required for the current HHW and MRC.

Staff will place the units for sale and any funds recovered from the sale of surplus equipment will be reallocated to the Equipment Replacement Capital Improvement Project budget for future needs.

BACKGROUND

The Authority purchased the requested surplus equipment to assist with the daily operations at both Sun Street Transfer Station and Johnson Canyon Landfill. The age of both units, availability of parts, and usage allows for surplus of the equipment. All proceeds from the sales will be re-invest into the equipment replacement fund for future capital needs.

ATTACHMENT(S):

Resolution

RESOLUTION NO. 2024 -

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

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

WHEREAS, the 2005 Caterpillar 826H Landfill Compactor and the 1998 Toyota Electric Forklift have been identified based on its operational status, age, availability of parts and cost to repair; and,

WHEREAS, the Board of Directors authorized the purchase of a 2020 Caterpillar 836K in March 2024 to serve as the main landfill compactor and replace the aging 2005 Caterpillar 826H Landfill Compactor; and,

WHEREAS, the below-described property has been replaced in accordance with the agency's equipment replacement schedule and CARB reporting requirements and can be declared surplus.

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

- 2005 Caterpillar 826H Landfill Compactor VIN No. VAWF00232
- 1998 Toyota Electric Forklift VIN No. 28960

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

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 20th day of June 2024, 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



Report to the Board of Directors

ITEM NO. 9

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

Date: June 20, 2024

From: Cesar Zuñiga, Assistant General Manager /
Operations Manager

Title: A Resolutions Approving Annual Expenditures in an Amount Over \$50,000 for Emaculant Cleaning Services and Manuel Perea Trucking used for Equipment Maintenance & Transport Services for Fiscal Year 2023-24.

RECOMMENDATION

Staff recommends that the Board adopt the resolutions for SVSWA Annual expenditures in the amount over \$50,000 for Vendors and Suppliers used for equipment maintenance, fuel and lubricants delivery, facility maintenance and staffing support services.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

There is sufficient funding to cover all expenses associated with ongoing equipment maintenance, transport and facility maintenance support services for FY 2023-24 at all sites.

DISCUSSION & ANALYSIS

Salinas Valley Solid Waste Authority runs the operations of the Johnson Canyon Landfill and Jolon Road Transfer Station, provides transportation services for the Madison Lane Transfer Station and provides annual maintenance and repairs at its closed landfills. To ensure the facilities are operated efficiently, we must ensure our equipment is properly maintained. All equipment requires service and maintenance on an ongoing basis from qualified professional vendors. To accomplish this, SVSWA uses several different vendors.

The vendors listed above will all exceed \$50,000 in annual equipment maintenance, equipment transport and facility maintenance services for FY 2023-24, which requires Board approval. To continue using the current vendors, a Resolution approving the expenditure over \$50,000 must be approved by the Board of Directors for each vendor on an annual basis. These resolutions will be valid for the remainder of fiscal year 2023-24.

Emaculent Cleaning Services has been our janitorial provider since 2016. With our recent relocation into a bigger office and our first-rate increase since 2016 the service contract falls below \$50,000 threshold, but due to extra cleanings within the remodeled 126 Sun Street

office and extra cleanings with our old offices at 128 Sun Street the contract will exceed \$50,000 for FY 2023-24.

Manuel Perea Trucking (MPT) is used to transport equipment from one facility to another, which allows the Authority to continue smooth operations at active facilities when a piece of equipment breaks down and another is needed. They also provide lowboy transport of equipment to maintain the closed facilities multiple times a year. Typically, the vendor does not exceed the \$50,000 threshold but due to the closure and demolition of the Sun Street Transfer Station facility MPT was used a lot more than usual to move out scales, blocks, bunkers, equipment, push walls, catwalk, and other equipment that was removed from the property during FY 2023-24.

BACKGROUND

On December 14, 2014, SVSWA assumed the operation of the Johnson Canyon Landfill operations, followed by the Jolon Road Transfer Station on September 1, 2016. Staff is tasked with ensuring smooth operations that provide a public service at our active facilities plus ongoing maintenance and repairs at all three closed landfills we own.

In 2022 the Board of Directors also authorized the purchase of the Sun Street Administrative building. It was under remodeling for the past year and required additional janitorial services for both the new office building and the old office building, along with other services required for the leased office space located at 128 Sun Street Suite 102.

ATTACHMENT(S)

- A.** Resolution Emaculent Cleaning Services
- B.** Resolution Manuel Perea Trucking

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$56,000 WITH EMACULENT
CLEANING SERVICES FOR JANITORIAL SERVICES FOR FISCAL YEAR 2023-24**

WHEREAS, the Authority operates four active facilities that served the public needs and provides employee staffing services; and,

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

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

WHEREAS, the Authority is satisfied with Emaculent Cleaning Services and wishes to continue using them for facility janitorial services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$56,000 with Emaculent Cleaning Services for Janitorial Services as long as it is within the approved operating budget.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at regular meeting duly held on the 20th day of June 2024 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

RESOLUTION NO. 2024-

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING ANNUAL EXPENDITURES IN AN AMOUNT OF \$70,000 WITH MANUEL
PEREA TRUCKING FOR EQUIPMENT MAINTENANCE & TRANSPORT SERVICES FOR
FISCAL YEAR 2023-24**

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

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

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

WHEREAS, the Authority is satisfied with Manuel Perea Transport and wishes to continue using them for maintenance and heavy equipment transport services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to approve annual expenditures in an amount of \$70,000 with Manuel Perea Transport for maintenance and heavy equipment transport services if it is within the approved operating budget.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at regular meeting duly held on the 20th day of June 2024, 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



ITEM NO. 10

N/A
 Finance and Administration
 Manager/Controller-Treasurer

Patricia M. Math
 General Manager/CAO

R. Santos by E.T.
 Authority General Counsel

Date: June 20, 2024
From: Mandy Brooks, Resource Recovery Manager
Title: A Resolution Approving Amendment No. 1 to the Professional Services Agreement with Atlas Organics, a Generate Upcycle Company, for Organics Processing, Composting, and Product Marketing Services at the Johnson Canyon Landfill

RECOMMENDATION

Staff recommends that the Board of Directors adopt the resolution approving Amendment No. 1 to the professional services agreement with Atlas Organics, a Generate Upcycle Company, for Organics Processing, Composting, and Product Marketing Services at Johnson Canyon Landfill.

The Organics Processing and Composting agreement allows the Authority and its member agencies to meet the requirements of SB 1383 by operating the composting facility to accept and process organic materials (yard waste, wood waste and food scraps), ensuring production of high quality and marketable compost and mulch products.

STRATEGIC PLAN RELATIONSHIP

This agenda item is in alignment with one of the Board's goals from the 2024 Strategic Planning Priority setting process.

- “Comply, adapt, and respond to regulatory changes”: Ensure compliance with new organics requirement and outreach.

FISCAL IMPACT

Atlas's current cost for processing and composting organics is \$38.11 per ton and now includes access to onsite water. The agreement allows for a CPI increase one year after construction of the infrastructure improvements are completed and/or the consultant becomes fully operational but due to a dispute over infrastructure requirements and funding, construction has yet to begin on the facility improvements. However, Atlas has completed and received permits for substitute processing equipment acceptable to the Authority and became fully operational in April 2024 and will now be eligible for its initial cost of living adjustment in April 2025. This amendment resolves the prior contractual disputes.

The current agreement also includes a capital investment from the Authority for fixed buildings and infrastructure improvements of up to \$3 million to reduce the per ton processing rate. Based on recent revised changes in the scope of service and resolution of the contract disputes, the capital investment from the Authority for fixed buildings and infrastructure will decrease to \$2.5 million.

DISCUSSION & ANALYSIS

On March 17, 2022, the Board approved the agreement (Reso. 2022-13) with Atlas Organics for organics processing, composting, and product marketing services and lease agreement. This amendment to the service agreement resolves a dispute with the scope of services including elimination of the use of innovative technology (robotics and Artificial Intelligence (AI)) for organics contamination removal as the technology has proven unsuccessful. Alternative pre-processing removal of contaminants will be performed using more conventional screening systems and hand sorting in lieu of robotics.

Thus, the Authority's initial capital investment of up to \$3,000,000 for the stationary buildings and infrastructure for the facility upgrade will be reduced to \$2,500,000 as many of the initial facility upgrades were associated with the robotics technology. The revised infrastructure will now only include concrete pads, and other utility improvements needed for the pre-processing equipment (shedder and staffed sort line). All other terms of the service agreement will remain in effect.

BACKGROUND

Organic waste (food scraps, green waste, and wood waste) is the Authority's largest recycling activity accounting for 78% of total diversion last fiscal year 2022-23. Prioritizing organics recovery and processing continues to be the Authority's programmatic area of focus as compliance with the SB 1383 regulations are completed over the next several years.

In July 2022, Atlas assumed operations of the Authority's state-of-the-art Aerated Static Pile (ASP) Compost Facility. Atlas has continued its successful processing and operation of the facility. Keeping organic wastes out of the landfill is not only a state mandate, per AB 1826 and SB 1383 but will also help achieve the Authority's goal of 75% diversion and provide additional Greenhouse Gas reduction credits to assist member agencies with AB 32 compliance.

ATTACHMENT(S)

1. Resolution
2. Attachment A – Amendment No. 1 to the Professional Services Agreement with Atlas Organics

RESOLUTION NO. 2024 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ATLAS
ORGANICS, A GENERATE UPCYCLE COMPANY FOR ORGANICS PROCESSING AND COMPOSTING
AT THE JOHNSON CANYON LANDFILL**

WHEREAS, on March 17, 2022, the Salinas Valley Solid Waste Authority Board of Directors approved the agreements with Atlas Organics (Reso. 2022-13); and,

WHEREAS, the scope of services has been revised for the infrastructure upgrades, and,

WHEREAS, the Authority's investment to fund stationary buildings and infrastructure upgrades will be reduced to \$2.5 million; and,

WHEREAS, all other terms of the agreement will remain in effect.

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 approve Amendment No. 1 to the Professional Services Agreement with Atlas Organics for organics processing and composting as attached hereto and marked "Attachment A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 20th day of June 2024, 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

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN
THE SALINAS VALLEY SOLID WASTE AUTHORITY AND ATLAS
ORGANICS CU11, LLC**

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES (“Amendment”) is made as of the 20th day of June 2024 (the “Amendment Date”) by and between Salinas Valley Solid Waste Authority, a California Joint Powers Authority (“Authority”) and Atlas Organics CU11, LLC, a Delaware limited liability company (herein “Consultant”).

RECITALS

WHEREAS, the Authority and Consultant are parties to that certain Agreement for Services designated Contract No. 2022-13, made as of March 23, 2022 (the “Agreement”) providing for the development and operation of the Organics Processing and Composting Facility located at the Johnson Canyon Landfill (31400 Johnson Canyon Rd., Gonzales, California, 93926), according to the terms and provisions set forth in the Agreement; and

WHEREAS, the Authority and Consultant have agreed upon the terms of certain amendments to the Agreement, all as more fully set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Consultant (collectively, the “Parties”; individually, a “Party”) agree to amend and modify the Agreement as follows:

AGREEMENT

1. Scope of Amendment. This Amendment modifies and amends the Agreement as set forth hereinbelow. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings provided to such terms in the Agreement. All provisions in the Agreement not modified herein remain unaffected by this Amendment; provided, however, that in the event the provisions in this Amendment conflict with those in the Agreement, the provisions in this Amendment shall govern and control as to those portions of the Agreement amended herein.

2. Revisions to Section 1.6. Effective as of the Amendment Date, Section 1.6 of the Agreement is hereby amended and restated to read in its entirety as follows:

1.6 Infrastructure Improvements. The Authority shall reimburse Consultant a maximum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for fees, costs and expenses incurred by Consultant in developing and constructing the infrastructure improvements at the Authority’s Johnson Canyon Landfill set forth in Exhibit C-1 (the “Reimbursable Infrastructure Improvements”). The Parties further agree that reimbursement is required only for Consultant’s actual fees, costs and expenses incurred in developing and constructing the Reimbursable Infrastructure Improvements and, if actual fees, costs and expenses are less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00), then the Authority shall only be responsible for reimbursing the total sum of such actual fees, costs and expenses. Consultant shall be solely responsible for any and all costs and/or fees incurred to initiate or complete the Reimbursable Infrastructure Improvements which exceed the maximum Two Million Five Hundred Thousand Dollar

(\$2,500,000.00) contribution of the Authority. The Reimbursable Infrastructure Improvements and all other infrastructure improvements completed in furtherance of this Agreement shall be jointly owned by the Authority and Consultant during the original ten (10) year term of this Agreement. The Authority and Consultant further agree that, at the conclusion of the original ten (10) year term of this Agreement and regardless of any extension of this Agreement entered into by the Parties, the Reimbursable Infrastructure Improvements, along with all other infrastructure improvements completed in furtherance of this Agreement that are listed on Schedule 1.6 attached hereto, shall become the sole and exclusive property of the Authority (being thereafter deemed the "Authority Property"), and neither Consultant nor any other entity shall possess and/or claim an ownership interest therein; provided, however, that, in the event the term of this Agreement is extended beyond the original ten (10) year term, Consultant shall have the right to continued use of the Authority Property identified within the Agreement as established within the negotiated extension of the original Agreement. In any event, upon the Authority taking full ownership of the Authority Property, Consultant shall not be entitled to any monetary payment, contribution or contractual offset relating to the cost or claimed value of the Authority Property listed within Schedule 1.6, other than any unpaid reimbursables which may be due to Consultant for the development and construction of the Reimbursable Infrastructure Improvements in accordance with, and subject to, the provisions of this Section 1.6, above. For avoidance of doubt: (i) all equipment and improvements listed on Schedule 1.6, along with the ASP Compost Pad and all equipment and materials purchased in furtherance of this Agreement by or on behalf of the Consultant which becomes affixed to or incorporated into the realty and/or structural improvements at the Johnson Canyon Landfill, and/or any equipment included within Exhibit C-1 shall be deemed Authority Property; and (ii) any equipment and materials not so affixed to said realty and/or improvements or included within Exhibit C-1 which were purchased by the Consultant shall remain the sole and exclusive property of the Consultant to which neither the Authority nor any other entity shall possess and/or claim an ownership interest. The Authority shall not be responsible for any costs and/or fees invoiced or incurred by Consultant in connection with development and/or construction of the Reimbursable Infrastructure Improvements which exceed the Two Million Five Hundred Thousand Dollar (\$2,500,000.00) maximum contribution. Further, during the term of this Agreement, Consultant shall be solely responsible for all maintenance costs and fees associated with any equipment purchased in furtherance of this Agreement regardless of whether the equipment will become Authority Property at the termination of the original ten (10) year term of this Agreement.

3. Revisions to Exhibit "B". Effective as of the Amendment Date, Subdivision (d) (erroneously listed as the second subdivision (c) in the Agreement) is hereby amended by those additions and deletions reflected below, as follows:

(c) The parties agree that, commencing July 1, 2025, and on July 1st of each subsequent year throughout the remaining duration of this Agreement, Consultant's Tip Fee (as defined in Exhibit "C") shall be increased in relation t

changes in the applicable Consumer Price Index. The amount of each such increase shall be set by utilizing the Consumer Price Index, All Urban Consumers, for the San-Francisco-Oakland-Hayward Metropolitan Area, for the twelve (12) month period ending in February of the year preceding to the increase (e.g., for the July 1, 2025 increase, the period from February 2023 through February 2024 applies). Further, the amount of any such increase for a given year shall not exceed a maximum of three (3%) percent.

4. Revisions to Exhibit “C”. Effective as of the Amendment Date, Exhibit “C” to the Agreement is hereby amended by those additions and deletions reflected below, as follows:

EXHIBIT “C”

SCHEDULE OF COMPENSATION AND REIMBURSEMENT

- I. Consultant shall be compensated for the services provided under this Agreement at the rate of \$38.11 per ton of organic materials processed and composted (the “Tip Fee”), subject to annual increases as set forth in subdivision 2(c) of Exhibit “B”.
- II. Subject to the provisions and limitations under Section 1.6, Exhibit C-1 and elsewhere in this Agreement, Consultant shall be reimbursed for fees, costs and expenses incurred in development and construction of the Reimbursable Infrastructure Improvements.
- II. The Authority will compensate and reimburse Consultant upon submission of a valid invoice, as described in Section 2.2.

5. Revisions to Exhibit “C-1”. Effective as of the Amendment Date, Exhibit “C-1” to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit “C-1” as attached hereto.

6. Revisions to Exhibit “C-2”. Effective as of the Amendment Date, Exhibit “C-2” to the Agreement is hereby deleted in its entirety.

7. Revisions to Schedule 1.6. Effective as of the Amendment Date, Schedule 1.6 to the Agreement is hereby deleted in its entirety and replaced with a new Schedule 1.6 as attached hereto.

8. Procurement. In the hiring of contractors and/or subcontractors for construction and development of the Reimbursable Infrastructure Improvements, and for any other improvements required under the Agreement which will be paid and/or reimbursed with Authority funds, Consultant shall administer and adhere to all state and local laws governing bidding upon public works projects. To the extent administrative assistance, a public forum or other public location is necessary for Consultant to properly and efficiently administer applicable public bidding and procurement requirements, the Authority shall, at no cost to Consultant, provide such space, associated staffing, assistance and other accommodations as may be necessary.

9. Prior Claims and Disputes. This Amendment is intended to resolve any and all

claims and disputes between the Parties. Thus, by entering into this Amendment, each Party waives and releases the other Party from any and all claims, demands, actions, causes of action, grievances and disputes (collectively, "Claims") which, as of the date of this Amendment, either Party has or may have against the other; provided, however, that: (i) this Section 9 applies only to Claims which are known (or reasonably should be known) and, as such, this Amendment shall not waive or release Claims which are unknown (or would not reasonably be known); (ii) this Section 9 does not apply to any Claims which accrue subsequent to the date of this Amendment; and (iii) this Amendment shall not waive, alter, amend or extend any legal requirements or obligations as set forth pursuant to any applicable state, federal or local law.

10. Attorney Fees and Costs. Each Party shall bear its own attorney fees and costs in connection with the negotiation, drafting and execution of this Amendment. Notwithstanding the foregoing, this Section 10 shall not be construed to waive or nullify the provisions under Section 8.7 of the Agreement.

11. Effectiveness of Agreement. Those provisions of the Agreement which are not modified by this Amendment are hereby ratified and confirmed by the Parties and shall remain in full force and effect, subject to the terms of this Amendment.

12. Interpretation. The terms of this Amendment shall be construed by reference to the terms and provisions of the Agreement; otherwise, the terms herein 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 Amendment or any other rule of construction which might otherwise apply.

13. Integration. This Amendment contains the entire understanding of the Parties hereto with respect to the subject matter herein contained. Except as otherwise provided in the Agreement, there are no restrictions, promises, warranties, covenants, undertakings or representations other than those expressly set forth herein, and each Party hereby expressly acknowledges that he, she or it has not relied upon any restrictions, promises, warranties, covenants, undertakings or representations whatsoever by any Party hereto, nor any agent or attorney of any other Party hereto, other than those expressly contained herein.

14. Severability. In the event that part of this Amendment 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 Amendment 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 Amendment meaningless.

15. Counterparts. This Amendment may be executed and delivered by facsimile and pdf document format and/or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding amendment when one or more of the counterparts have been signed by each of the Parties and delivered to the other Party.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date and year first-above written.

AUTHORITY:

SALINAS VALLEY SOLID WASTE
AUTHORITY, a California Joint Powers
Authority

By: _____
R. Patrick Matthews, General
Manager/CAO

CONSULTANT:

ATLAS ORGANICS CU11, LLC, a
Delaware limited liability company

By: _____
David Bahrenburg, VP, Operations

ATTEST:

By: _____
Erika J. Trujillo, Clerk of Board

By: _____
Jeremy Steinmann, VP, Finance

APPROVED AS TO FORM:

By: _____
Roy C. Santos, General Counsel

By: _____
Andrew M. Smith, Counsel

EXHIBIT "C-1"

REIMBURSABLE INFRASTRUCTURE IMPROVEMENTS

- Fees, costs and expenses incurred by Consultant in development of the Sort Line, including but not limited to the following:
 - Engineering Costs.
 - Mobilization/Demobilization.
 - Grading/Site Prep.
 - Electrical including panels, conduit, trenching and underground.
 - Water tanks, pumps, supply lines and plumbing.
 - Concrete subgrade prep and concrete work.
 - Asphalt and paving.
 - Associated soft costs and other expenses directly related to design and/or construction of the Sort Line, including without limitation the costs of related bonds and builders' risk insurance.
- Fees, costs and expenses incurred by Consultant in development of the Mobile Sort Line
- Tracked 726 Trommel
- Inventhor T6 Shredder
- AK Grinder
- Aeras 720 Windsifter
- Quinn Star Screen
- Irrigation supply Lines and Risers (for future sort line).
- Irrigation system components (controllers, nozzles, etc.) (for future sort line)


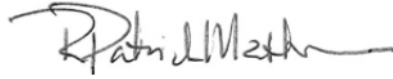
[RESERVED]

SCHEDULE 1.6

AUTHORITY PROPERTY

- Water Line Utilities
- Concrete Apron for sort line
- Concrete Foundation Mats
- Electrical Canopies
- Pipe Bollards
- Pre-Engineered Metal Canopy
- 10000 Gallon Poly Tanks - x2
- 5000 Gallon Poly Tanks - x2
- Booster Pumps
- ASP blowers and headers
- ASP wall bin blocks
- ASP irrigation supply lines and system
- ASP pad and associated piping
- Stormwater infrastructure
- Stormwater grinder pumps
- Air Compressors and air lines
- Non-Engineered Hangers and Supports
- Electrical Equipment
- Grounding
- Duct Banks
- Conduit 2 In & above
- Conduit 1.5 below
- Power Distribution Wire
- Lights and receptacles
- Sort line utility building
- Mobile Sort Line
- Other affixed and/or incorporated equipment and materials*

* “Authority Property” includes all other equipment and materials purchased pursuant to the Agreement and affixed to or incorporated into the realty and/or structural improvements at the Johnson Canyon Landfill (*ref.* First Amendment § 2 (Agreement § 1.6)).

 <p>Report to the Board of Directors</p>	ITEM NO. 11
	<p style="text-align: center;">N/A</p> <hr/> <p style="text-align: center;">Finance Manager/Controller-Treasurer</p>  <hr/> <p style="text-align: center;">General Manager/CAO</p> <p style="text-align: center;">N/A</p> <hr/> <p style="text-align: center;">General Legal Counsel</p>

Date: June 20, 2024

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: North County Public Transfer Station Draft Drawings

RECOMMENDATION

Staff recommends the Board consider the attached draft concept drawings for a North County Public Transfer Station and provide feedback.

STRATEGIC PLAN RELATIONSHIP

This item falls under the Facilities Master Planning priorities related to Master Planning for facilities and public services.

FISCAL IMPACT

At this concept stage, staff and JR Miller and Associates are working towards a functional site layout design. No cost estimates have been generated yet at this point of the planning process.

DISCUSSION & ANALYSIS

Staff and JR Miller and Associates have been working on two designs for a transfer station at the Crazy Horse landfill. The first design is for the public only and the second design would accommodate public and commercial franchise haulers. Both are provided for Executive Committee feedback.

BACKGROUND

The Board approved a contract with JR Miller and Associates in February of this year to design and provide cost estimates for a North County transfer station.

ATTACHMENT

- A. Draft Crazy Horse Landfill Concept Transfer Station Site Drawings



Crazy Horse Transfer Station Preliminary Drawings

Published 6/14/24

1

Crazy Horse Transfer Station Option #1



- LEGEND**
- ① PUBLIC TIPPING
TENSILE FABRIC CANOPY, 9,376 SF,
TRANSFER TRAILER LOADOUT WITH
SCALE
 - ② TRANSFER TRAILER LOADOUT (LIFT
TO LOAD)
 - ③ (2) 38' ABOVE GRADE PUBLIC SCALE
AND SCALE HOUSE
 - ④ OPTIONAL YARD WASTE TIP & CHIP
AND GRIND AREA APPROXIMATELY
3,000 SF
 - ⑤ DROP-OFF & BULKY ITEMS (AT GRADE
FEL BINS AND ROLLOFFS), TENSILE
FABRIC CANOPY, 8,800 SF
 - ⑥ 70' ABOVE GRADE RFID COMMERCIAL
QUICK SCALE
 - ⑦ LGEN EQUIPMENT AREA, BY OTHERS
 - EXISTING BUILDING
 - CANOPY
 - NEW SURFACING
 - STOP SIGN / ROAD BAR
 - TRANSFER TRAILERS
 - PUBLIC RECYCLING / GREEN WASTE
 - PUBLIC LOADS
 - COMMON PATH / MULTIPLE ROUTE
 - COMMON LOADS



SCALE: 1"=50' 0"

SITE PLAN
OPTION #1 - SELF-HAUL ONLY
Salinas Valley SWA
Crazy Horse Canyon Road
Salinas, CA 93907

JOB NO. 6002

A1.0

2

Crazy Horse Transfer Station Option #2



- LEGEND**
- ① PUBLIC TIPPING
TENSILE FABRIC CANOPY, 12,300 SF
 - ② COMMERCIAL TIPPING
TENSILE FABRIC CANOPY, 9,380 SF,
TRANSFER TRAILER LOADOUT
 - ③ (2) 70' ABOVE GRADE PUBLIC SCALE AND
SCALE HOUSE
 - ④ OPTIONAL YARD WASTE TIP & CHIP AND
GRIND AREA APPROXIMATELY 3,000 SF
 - ⑤ DROP-OFF & BULKY ITEMS (AT GRADE FEL
BINS AND ROLLOFFS); TENSILE FABRIC
CANOPY, 8,800 SF
 - ⑥ 70' ABOVE GRADE RFID COMMERCIAL
QUICK SCALE
 - ⑦ L-GEN EQUIPMENT AREA, BY OTHERS
 - EXISTING BUILDING
 - CANOPY
 - NEW SURFACING
 - STOP SIGN / ROAD BAR
 - TRANSFER TRAILERS
 - PUBLIC RECYCLING / GREEN WASTE
 - PUBLIC LOADS
 - COMMON PATH / MULTIPLE ROUTE
 - COMMERCIAL LOADS



SCALE: 1"=50'



SITE PLAN
OPTION #2 - SELF-HAUL / COMMERCIAL EXPANSION
Salinas Valley SWA
Crazy Horse Canyon Road
Salinas, CA 95075

Job No. 6062

A1.0

3

Crazy Horse Transfer Station Operational Options

Item	3-Day Self Haul Only - 100 TPD	6-Day Self-Haul / Commercial / Franchise - 300 TPD
Estimated Labor Cost	\$711,479	\$836,091
Estimated Equipment Cost	\$199,000	\$293,928
Estimated Operational Supplies	\$162,500	\$442,500
Total Cost*	\$1,072,979	\$1,572,519
* Assumes Shifting some staff from MLTS	\$5 Per Ton Increase	\$5 Per Ton Increase
	No Franchise Transport Fee to offset cost	Franchise Transport Fee will offset cost

4



Report to the Board of Directors

Date: June 20, 2024

From: Cesar Zuñiga, Asst. General Manager/Operations Manager and Brian Kennedy, Engineering and Environmental Compliance Manager

Title: 2024 Landfill Operations Overview

ITEM NO. 12
<hr/> N/A <hr/> Finance and Administration Manager/Controller-Treasurer
<hr/> N/A <hr/> General Manager/CAO
<hr/> N/A <hr/> Authority General Counsel

**THE ATTACHED PRESENTATION WILL BE
GIVEN AT THE MEETING**

ATTACHMENT

1. Power Point Presentation



2024 Landfill Operations Overview

June 2024

Published 6/14/2024

1



Johnson Canyon Landfill

- The landfill was relocated from the Salinas River area to 31400 Johnson Canyon Road in 1976.
- Pit Fill operation was initiated in Module 1 (unlined).
- The County of Monterey was the owner and Rural Disposal Services was the contract operator.

2

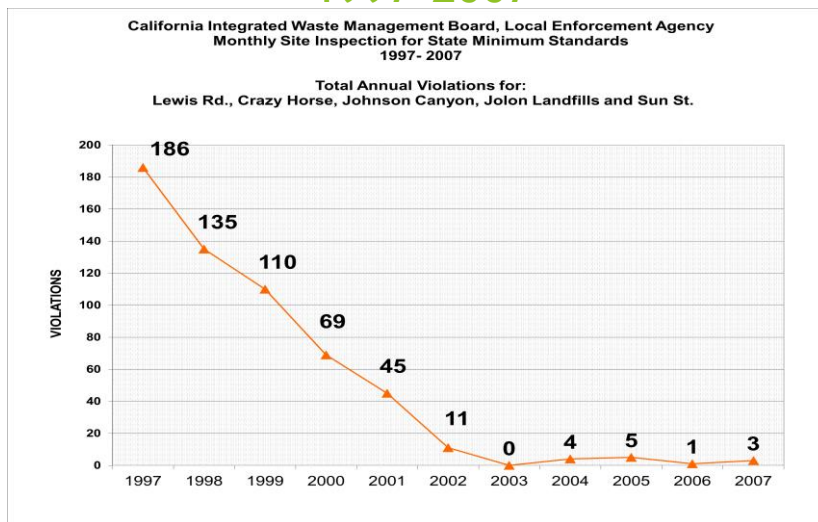


Salinas Valley Solid Waste Authority Early Years

- ❑ SVSWA was formed and assumed the ownership of the County of Monterey and City of Salinas landfills in 1997.
- ❑ A bond was taken out to complete the Environmental Control Systems at all SVSWA inherited facilities including Crazy Horse Landfill, Lewis Road Landfill and Johnson Canyon Landfill.
- ❑ SVSWA inherited the facilities in 1997 with 186 violations of State Minimum Standards.
- ❑ Tipping fee was converted from Cubic Yard to Weight. The 1998 Tip Fee was set at \$39/ton for County facilities. Crazy Horse (City of Salinas) was set at \$23.30/ton.

3

SVSWA Facility Violations 1997-2007



4

SVSWA Initial Request for Proposals for Operations

- ❑ All SVSWA inherited facilities operated by Rural-Disposal Services and Salinas Disposal Service.
- ❑ SVSWA released a Request for Proposals in 1999 for the landfill operations at Johnson Canyon, Lewis Road, and Crazy Horse Landfill.
- ❑ Norcal Waste Solutions was awarded the contract. Johnson Canyon Landfill and Lewis Road Landfill contracts began in October 2000. Crazy Horse Landfill would transition on July 1, 2001.



5



Facility Closure Planning 1997-2000

- ▶ Began importing waste from Hollister Disposal and South San Jose to fill up and close Lewis Road Landfill.
- ▶ Began planning for the closure of Crazy Horse.
- ▶ 2002 Bond was taken out to refund existing bond, City of Salinas loan (CHLF), closure cost, Environmental Compliance and Capital Improvement Projects at all sites.

Completed Regional EIR to determine future SVSWA capacity.

6



2002 Bond - Capital Improvements

- Payoff 1997 Bonds \$9,001,834
- Payoff Portion of Crazy Horse Purchase Debt \$3,785,671
- Bond Discount (Interest Payment) \$555,505
- Future Interest Payment \$1,999,446
- Salinas Area Transfer Station \$9,500,000
- King City Area Transfer Station \$1,760,937
- Transfer Station Rehabilitation \$1,100,000
- Land Acquisition for Expansion \$2,000,000
- **2002 Bond Total \$40,225,000**

7

SVSWA Tipping Fee History

SVSWA Tipping Fee History			
Year	Fee	Increase	% Increase
1997-98	\$39.00		
2001-02	\$43.00	\$4.00	10.26%
2002-03	\$44.00	\$1.00	2.33%
2003-04	\$46.00	\$2.00	4.55%
2004-05	\$48.00	\$2.00	4.35%
2005-06	\$50.00	\$2.00	4.17%
2006-07	\$54.50	\$4.50	9.00%
2007-08	\$58.00	\$3.50	6.42%
2008-09	\$63.00	\$5.00	8.62%
2010-11	\$64.00	\$1.00	1.59%
2012-13	\$67.00	\$3.00	4.69%
2016-17	\$68.50	\$1.50	2.24%
2022-23	\$64.75	(\$3.75)	-5.47%
2024-25	\$64.75	\$0.00	0.00%

8

South Valley Disposal Importation of Waste

- Was designated as a separate fund.
- Established to pay only costs associated with:
 - ▶ Locating and permitting a new landfill
 - ▶ County LEA and State CIWMB (CalRecycle) fees and taxes;
 - ▶ Incremental cost to operate two landfills (NTE \$1,000,000 per year until Crazy Horse is closed)
 - ▶ Closure costs associated with South Valley tonnage
 - ▶ Liner costs associated with South Valley tonnage
- Earned interest separately from the other Authority funds

9

South Valley Disposal Importation of Waste

Fiscal Year	Guaranteed Tonnage	Guaranteed Ann. Payment	Guaranteed Mo. Payment	Tipping Fee
2003/2004 (6 mo.)	40,000	\$911,053	\$151,842.18	\$28.00
2004/2005	80,960	\$1,921,254	\$160,104.50	\$29.00
2005/2006	81,932	\$2,022,487	\$168,540.55	\$30.00
2006/2007	82,915	\$2,125,839	\$177,153.26	\$31.00
2007/2008	83,910	\$2,231,347	\$185,945.59	\$32.00
2008/2009	84,917	\$2,339,047	\$194,920.56	\$33.00
2009/2010	85,936	\$2,448,975	\$204,081.23	\$34.00
2010/2011	86,967	\$2,561,168	\$213,430.69	\$35.00
2011/2012	88,010	\$2,675,665	\$222,972.10	\$36.00
2012/2013	89,067	\$2,792,504	\$232,708.66	\$37.00
2013/2014 (6 mo.)	45,068	\$1,455,862	\$242,643.61	\$38.00
SUBTOTALS 10 yrs.	849,680	\$23,485,201		

10

SVSWA Success



- ▶ Board of Directors support and guidance has been key to establishing financial policies that have assisted the agency's success.
- ▶ Pay-as-you go Capital Projects and needs.
- ▶ AB939 Fees - mandatory cost associated with state mandates.
- ▶ Operational Reserves
- ▶ Paid off PERS pension liabilities
- ▶ Trusting Staff

11

Johnson Canyon Landfill Operational Budget Expenditures vs Proposal

FY	Proposed	Actual	Projected Tonnage	Actual Tonnage	Proposed Staff Allocation	Actual Staff
15/16	\$ 2,874,524.00	\$ 2,457,898.64	165,000	182,298	9	9
16/17	\$ 2,989,505.00	\$ 2,491,272.78	168,300	199,457	9	9
17/18	\$ 3,109,086.00	\$ 2,882,455.81	171,666	213,714	9	9
18/19	\$ 3,233,449.00	\$ 3,463,860.65	175,099	226,386	9	11
19/20	\$ 3,362,787.00	\$ 3,402,426.25	178,601	224,979	9	12
20/21	\$ 3,497,298.00	\$ 3,417,695.48	182,173	231,463	9	13
21/22	\$ 3,637,190.00	\$ 3,706,758.76	185,817	238,089	9	14
22/23	\$ 3,782,678.00	\$ 4,276,801.19	189,533	225,963	9	16
23/24	\$ 3,933,985.00	\$ 4,261,406.44	193,324	210,067	9	17
Total	\$ 30,420,502.00	\$ 30,360,576.00	1,609,514	1,931,639	9	17
		100%				

Through May 2024
Staffing Levels are Up 89%

12



Landfill Operations and Construction

- ▶ Maximizing Density to prolong the landfills life. Current density was measured at 1,627 lbs. / cubic yard
- ▶ Uncompacted residential waste has an average density of 500-550 lbs. / cy
- ▶ National average for landfill compaction is 1200-1300 lbs./cy

13



SB 1383 - Organics Diversion

- ▶ Depackager was established to divert and process bagged organics, packaged food, and restaurant diverted food waste.
- ▶ Operates 7 days a week.
- ▶ Diverted 8,900 tons of food waste from the landfill since opening in July 2020

14



SB 1383 - Organics Diversion

15



SB 1383 - Organics Diversion Compost & C&D Sort Line

- ▶ SVSWA Compost operation processes between 45 and 49 thousand tons annually
- ▶ Construction & Demolition sort line began operation in August 2023. Processing between 2,500 and 3,500 tons annually to sort out clean wood and other materials.

16



Hope Service & Social Vocational Service

- ❑ Assist with diversion activities such as processing tires, mattresses, and e-waste.
- ❑ Provide litter collection assistance with windblown litter onsite.
- ❑ Janitorial services in the breakroom.
- ❑ Work the pick stations at Construction & Demolition sort line to separate clean wood waste.
- ❑ Part of our SVSWA Family. Hope Services has been with SVSWA since 2007 and Social Vocational Services joined our team in 2018.

17



Internal Construction

- Solid Waste Techs and Landfill Staff work together to excavate soil from our future module and complete the placement of excavated soil on the closed landfill slopes.
- Both task will minimize cost to the Authority when construction of future module is required and at the time of closure.

18



Internal Construction

- Development of in-house plans and specifications for landfill gas well construction.
- In house Landfill Gas Construction Quality Assurance and documentation.
- Development of Landfill Gas collection system.
- In-house grade setting and surveying
- Lube, minor maintenance, and fueling is performed by our operators and diversion workers.

19



Questions?

20



Report to the Board of Directors

Date: June 20, 2024
From: Patrick Mathews, General Manager/CAO
Title: Strategic Plan Mid-Year Update

ITEM NO. 13
<hr/> N/A <hr/> Finance and Administration Manager/Controller-Treasurer
<hr/> N/A <hr/> General Manager/CAO
<hr/> N/A <hr/> Authority General Counsel

**THE ATTACHED PRESENTATION WILL BE
GIVEN AT THE MEETING**

ATTACHMENT

1. Power Point Presentation

2024-2025 STRATEGIC PLAN MID-YEAR UPDATE

SALINAS VALLEY RECYCLES
PATRICK MATHEWS GENERAL MANAGER/CAO

Published 6/14/2024

1

STRATEGIC PLAN AREAS OF FOCUS

- GOVERNANCE AND COLLABORATION
- FINANCIAL SUSTAINABILITY
- FACILITIES MASTER PLANNING
- COMPLY, ADAPT AND RESPOND TO REGULATORY CHANGES
- HIGH-QUALITY COMMUNITY ENGAGEMENT

2

GOVERNANCE AND COMMUNICATION

- Improve governance and Board relations – *Ongoing*
- Provide equitable administrative support – *Ongoing*
- Clarify guidelines related to Board agendas and supporting documentation – *Completed*
- Develop succession plan – *New/Ongoing (fall presentation)*
- Invest in training and technology - *Ongoing*

3

FINANCIAL SUSTAINABILITY

- Maintain equitable and reasonable rates – *Continuing Priority*
- Review the JPA member jurisdictions' contributions, governance alternatives, and orientation to the revenue forecast – *Ongoing*
- Continue to prefund liabilities and debt – *Continuing Priority*

4

FACILITIES MASTER PLANNING

- Develop summary of the five to 10 -year outlook of knowns and unknowns – *New/Ongoing (fall presentation)*
- Relocate the transfer station (and lease) – *Completed*
- Explore alternative and emerging technologies to reduce landfill dependence – *Ongoing*

5

COMPLY, ADAPT AND RESPOND TO REGULATORY CHANGES

- Legislative program – *New/Ongoing*
- Ensure compliance with new organics requirements and outreach – *Continuing Priority*
- Advocate against unfunded mandates and for emerging technologies - *Ongoing*

6

HIGH QUALITY COMMUNITY ENGAGEMENT

- Foster Relationships for outreach and education – *New/Ongoing*
- Create metrics to ensure equitable services for all – *New/Ongoing (Fall Presentation)*
- Maintain a comprehensive communication and branding strategy – *Ongoing*
- Continue to deliver the public education strategy- *Ongoing*

7



THANK YOU

QUESTIONS

Patrick Mathews, General Manager/CAO

patrickm@SVSWA.org

(831) 775-3000

8

SVR Agenda Item - View Ahead 2024

	Jul	Aug	Sep	Oct	Nov	Dec
A						
1	MEETINGS RECESS	Minutes	Minutes	Minutes	Minutes	Minutes
2		May Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report
4		June 30 Cash & Investments Report (EC)	FY 2023-24 AB 939 Program Wrap Up / All Things AB 939		Contract w/McGilloway, Ray, Brown & Kaufman	
5		Member Agencies Activities Report				
6		2nd Qtr. Tonnage & Diversion Report				
7						
8						
9						
10						
11						
12						

Consent
Presentation
Consideration
<i>Closed Session</i>

[Other] (Public Hearing, Recognition, Informational, etc.)
(EC) Executive Committee
(sp) Strategic Plan Item