



AGENDA Regular Meeting

BOARD OF DIRECTORS

June 26, 2025 | 6:00 p.m.

Gonzales City Council Chambers
117 Fourth Street, Gonzales, CA 93926

This meeting will be held in-person.
Public participation remains available virtually via Zoom.
Meeting ID No. 812 5039 8172 | Passcode: 544574

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, *Vice President*
Salinas: Andrew Sandoval
Salinas: Gloria De La Rosa, *Alt. Vice President*
Salinas: Jose Luis Barajas
Gonzales: Elizabeth Silva, *President*
Soledad: Evarista Bañuelos
Greenfield: Marcy Jones
King City: Robert S. Cullen

Alternate Directors

County: Luis Alejo
Salinas: Vacant
Gonzales: Scott Funk
Soledad: Ben Caldera
Greenfield: Belén García
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: 812 5039 8172 | Passcode: 544574

APPROVAL OF AGENDA

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

GENERAL LEGAL COUNSEL 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 15, 2025, Meeting.](#)
2. [April 2025 Claims and Financial Report.](#)
3. [Member and Interagency Activities Report for May 2025.](#)
4. [A Resolution Approving a professional Services Agreement to SOLV Drilling Industrial Services, LLC for the Johnson Canyon Landfill Gas Well Drilling Services in the Amount of \\$70,385.](#)

5. [**A Resolution Approving the Professional Services Agreement with Blue Strike Environmental for SB 1383 Quarterly Organics Waste Sampling Services in an Amount of \\$35,000.**](#)
6. [**A Resolution Approving the adjustment to Grants and Capital Improvement Projects Budget for Fiscal Year 2024-25.**](#)
7. [**A Resolution Accepting a Grant Award from the Monterey Bay Air Resources District's AB 617 Community Air Protection Program Grant for Electric Vehicle Charging Stations and Approving a Supplemental Appropriation in the Amount of \\$144,364.**](#)

PRESENTATION

8. [**UPDATE ON LITTER ABETMENT AND ILLEGAL DUMPING ACTIVITIES IN MONTEREY COUNTY**](#)
 - 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*
9. [**NORTH COUNTY RECYCLING AND TRANSFER STATION UPDATE**](#)
 - A. Receive Report from Brian Kennedy, Engineering and Environmental Compliance Manager
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | Recommended Action – *None; Informational Only*

FUTURE AGENDA ITEMS

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

CLOSED SESSION

Receive public comment from audience before entering into closed session:

11. Pursuant to **Government Code 54957** to confer with General Manager/CAO Patrick Mathews and Asst. GM/Ops Manager Cesar Zuñiga, concerning the resignation of the Authority's General Counsel and the appointment/employment of General Counsel.
12. Pursuant to **Government Code Section 54957.6** to confer with General Counsel for labor negotiation with SVSWA General Manager/CAO Patrick Mathews.

RECONVENE

CONSIDERATION

13. [**CONSIDERATION OF ALTERNATIVES FOR APPOINTMENT OF GENERAL COUNSEL EFFECTIVE JULY 1, 2025, AND OPTIONAL APPROVAL OF A RESOLUTION**](#)
 - A. Receive Report from Patrick Mathews, General Manager/CAO
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | Recommended Action – *Adopt Resolution or Provide Direction*

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/81250398172?pwd=QdHJqrEx6jIMeaxwJ9bbjjzK9FKXZ.1>. 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: 812 5039 8172#		Passcode: 544574
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 26, 2025 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 20, 2025**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on **Thursday, August 21, 2025**. 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.salinasvalleyrecycles.org. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. *Se proporcionará interpretación a español.*

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
BOARD MEETING
MAY 15, 2025**

117 Fourth Street, Gonzales, CA 93926

CALL TO ORDER

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

ROLL CALL

Board Directors

County of Monterey	Glenn Church, <i>Vice President</i>
City of Salinas	Gloria De La Rosa, <i>Alternate Vice President</i>
City of Salinas	Andrew Sandoval
City of Salinas	Jose Luis Barajas
City of Gonzales	Elizabeth Silva, <i>President</i>
City of Soledad	Ben Caldera (<i>Alternate</i>)
City of Greenfield	Belén Garcia (<i>Alternate</i>)

Absent

County of Monterey	Chirstopher M. Lopez
City of Soledad	Evarista Bañuelos
City of Greenfield	Marcy Jones
City of King	Robert Cullen

Staff Member Present

Patrick Mathews, General Manager/CAO
Cesar Zuñiga, Assistant General Manager / Operations Manager
Mandy Brooks, Resource Recovery Manager
Brian Kennedy, Engineering and Environmental Compliance Manager
Elia Zavala, Contracts and Grants Analyst
Roy C. Santos, General Legal Counsel
Rosie Ramirez, Administrative Assistant
Erika J. Trujillo, Clerk of the Board

MEETING ANNOUNCEMENTS

(6:03) Clerk of the Board Trujillo announced the availability of translation services via Zoom and in person. No members of the public requested the service.

APPROVAL OF AGENDA (6:04)

Staff Comments: None

Board Discussion: None

Public Comment: None

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

Votes: Motion carried 7,0

Ayes: Barajas, Caldera (Alt.), Garcia (Alt.), Church, De La Rosa, Sandoval, Silva


Noes: None

Abstain: None

Absent: Bañuelos, Cullen, Lopez, Jones

ITEM NO. 1

Agenda Item



General Manager/CAO

R. Santos by E.T.

Authority General Counsel
Approval

GENERAL MANAGER/CAO COMMENTS

(6:05) General Manger/CAO Mathews reminded the Board of the Strategic Planning Session scheduled for August 21, 2025 at 4pm. He reported on the status of the negotiations of the Garbage Franchise Agreements.

DEPARTMENT MANAGER COMMENTS

(6:06) Assistant General Manager/Operations Manager Zuñiga reminded the Board of the Tire Amnesty Event currently underway at all three facilities that will end in two weeks. He informed the Board that staff from the Monterey Regional Waste Management District would be visiting the Johnson Canyon Landfill to observe the operations as Authority staff had done at their facility in previous months. Engineering and Environmental Compliance Manager Kennedy reported that the Fire Rover Suppression System had been delivered to Jolon Transfer Station and the installation is scheduled to be completed in the upcoming weeks. Resource Recovery Manager Brooks commented on Compost and Bee Keeping Workshop at the Education Center on May 17th, the City of Salinas District 1 Clean up Event taking place on May 17th and the City of Soledad Clean up event on May 31.

GENERAL LEGAL COUNSEL COMMENTS

(6:09) General Counsel Santos reminded the Board that AB 2561 is required to be adopted prior to the adoption of their city budgets.

BOARD DIRECTOR COMMENTS

(6:10) Director Barajas commented on the City of Salinas District 1 Cleanup Event. President Silva commented on the City of Gonzales Cleanup event scheduled for June 28th and encouraged everyone to attend the Vision Zero town meetings for their jurisdictions.

PUBLIC COMMENT

(6:11) Andrew Brown, resident of the City of Gonzales commented on the issues of vapes disposal, litter, recycling, and education surrounding Vapes. He also expressed his input on public outreach to help inform the public of all the free recycling opportunities.

CONSENT AGENDA (6:14)

1. Minutes of the April 17, 2025 Meeting.
2. March 2025 Claims and Financial Report.
3. Tonnage and Diversion Report for the Quarter Ended March 31, 2025.
4. Member and Interagency Activities Report for April 2025.
5. Resolution No. 2025-26 Approving Amendment No. 1 Authorizing a Two (2) Year Extension to the professional Service Agreement with Advanced Chemical Transport, Inc. for Household Hazardous Waste Transportation and Disposal/Recycling through June 30, 2027.
6. Resolution No. 2025-27 Approving Supplemental Appropriation of \$22,549 for CalREcycle's Beverage Container Recycling City/County Payment Program 2024-25.
7. Resolution No. 2025-28 Approving Amendment No. 3 to the Memorandum of Understanding with the County of Monterey for Litter Abatement Services in the Amount of \$125,000 for Fiscal Years 2025-26 and 2026-27.
- 8a. Resolution No. 2025-29 Approving Annual Expenditures in an Amount of \$60,000 with Arroyo Construction for Facility Maintenance and Improvement Services for Fiscal Year 2025-26.
- 8b. Resolution No. 2025-30 Approving Annual Expenditures in an Amount of \$60,000 with Cutting Edge Supply for Equipment Maintenance Services for Fiscal Year 2025-26.
- 8c. Resolution No. 2025-31 Approving Annual Expenditures in an Amount of \$60,000 with Don Chapin Company for Facility Maintenance and Improvements Services for Fiscal Year 2025-26.

- 8d.** Resolution No. 2025-32 Approving Annual Expenditures in an Amount of \$90,000 with Fanelli Equipment for Equipment Maintenance and Repair Services for Fiscal Year 2025-26.
- 8e.** Resolution No. 2025-33 Approving Annual Expenditures in an Amount of \$55,000 with EC Tire for Equipment Maintenance Services for Fiscal Year 2025-26.
- 8f.** Resolution No. 2025-34 Approving Annual Expenditures in an Amount of \$150,000 with Golden State Truck and Trailer Repair to Supply Equipment Maintenance Parts and Services for Fiscal Year 2025-26.
- 8g.** Resolution No. 2025-35 Approving Annual Expenditures in an Amount of \$55,000 with Green Rubber-Kennedy Ag Supply Facility Maintenance Parts and Services for Fiscal Year 2025-26.
- 8h.** Resolution No. 2025-36 Approving Annual Expenditures in an Amount of \$55,000 with Home Depot to Supply Facility Maintenance Supplies and Services for Fiscal Year 2025-26.
- 8i.** Resolution No. 2025-37 Approving Annual Expenditures in an Amount of \$85,000 with Iconix Water for Facility Maintenance Supplies for Fiscal Year 2025-26.
- 8j.** Resolution No. 2025-38 Approving Annual Expenditures in an Amount of \$150,000 with Quinn Caterpillar of Salinas to Supply Equipment Maintenance Parts and Services for Fiscal Year 2025-26.
- 8k.** Resolution No. 2025-39 Approving Annual Expenditures in an Amount of \$60,000 with Rossi Tire for Equipment Maintenance Services for Fiscal Year 2025-26.
- 8l.** Resolution No. 2025-40 Approving Annual Expenditures in an Amount of \$55,000 with San Lorenzo Lumber to Supply Facility Maintenance Supplies and Services for Fiscal Year 2025-26.
- 8m.** Resolution No. 2025-41 Approving Annual Expenditures in an Amount of \$100,000 with SC Fuels to Supply Equipment Maintenance Supplies and Services for Fiscal Year 2025-26.
- 8n.** Resolution No. 2025-42 Approving Annual Expenditures in an Amount of \$950,000 with Southern Counties Lubricants for Fuel Delivery Services for Fiscal Year 2025-26.
- 8o.** Resolution No. 2025-43 Approving Annual Expenditures in an Amount of \$125,000 with Valerio's Welding for Equipment Maintenance and Services for Fiscal Year 2025-26.
- 8p.** Resolution No. 2025-44 Approving Annual Expenditures in an Amount of \$55,000 with West Coast Rubber Recycling for Tire Recycling Services for Fiscal Year 2025-26.

Public Comment: None

Board Discussion: None

Motion: Director Sandoval made a motion to approve the consent agenda as presented. Alternate Vice President De La Rosa seconded the motion.

Votes: Motion carried 7,0

Ayes: Barajas, Caldera (Alt.), Garcia (Alt.), Church, De La Rosa, Sandoval, Silva

Noes: None

Abstain: None

Absent: Bañuelos, Cullen, Lopez, Jones

PRESENTATION

9. 2025 FRANCHISE HAULER PERFORMANCE REPORT

(6:18) Contracts and Grants Analyst Zavala presented the 2024 Franchise Waste Hauler Performance report. The Authority administers the franchise hauler contracts for the Cities of Gonzales, Soledad, and Greenfield (Tri-Cities Disposal), and the City of King (Waste Management). A three-year comparison demonstrated steady increases in all materials collected from both haulers for 2024. She reported that the haulers continue to actively assist

commercial businesses complying with state mandates AB 341 & AB 1826; mandatory commercial recycling and organics recycling and SB 1383. Mrs. Zavala indicated that the regional diversion percentage continues to increase and both waste haulers fulfilled their contract obligations. Liz Hall with Waste Management commented on the collection of commercial organics waste and the manner in which it is reported.

Public Comment: A member of the public commented on the “What Goes Where” application and issues he found with it. Maury Treleven resident of Gonzales and employee of Tri-Cities Disposal & Recycling commented on outreach material sent via mail for residents as well as business. Liz Hall with Waste Management commented on the public outreach and interest of the customers.

Board Discussion: The Board discussed the presentation.

Motion: None; Informational Only

10. SB 1383 ORGANICS PROCUREMENT OPTIONS - 2024

(6:45) Resource Recovery Manager Brooks presented a report on organics procurement requirements set by Senate Bill (SB) 1383. SB 1383 requires member agencies to meet procurement targets each year, which has been phased in over the past three years. She indicated that the targeted procurement goal for calendar year 2024 of 65% equaling approximately 13,900 tons of mulch or just over 8,000 tons of compost was surpassed with various partnerships and resources that also supported CA’s circular economy. Mrs. Brookes explained that the goal for 2025 is the 100% level, which is just over 21,000 tons of mulch or approximately 12,390 tons of compost.

Public Comment: Maury Treleven resident of Gonzales commented on her experience with the purchase of compost from the Johnson Canyon Landfill and the multiple uses available of the product.

Board Discussion: The Board discussed the presentation.

Motion: None; Informational Only

FUTURE AGENDA ITEMS (7:15)

11. AGENDA ITEMS – VIEW AHEAD SCHEDULE

ADJOURNED

Alternate Vice President De La Rosa made a motion to adjourn the meeting. Director Barajas seconded the motion. President Silva adjourned the meeting 7:16 p.m.

APPROVED: _____
Elizabeth Silva, 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 04, 2025
From: C. Ray Hendricks, Finance and Administration Manager
Title: April 2025 Claims and Financial Reports

RECOMMENDATIONS

Staff requests that the Board accepts the April 2025 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, 2025. 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 2025, operating revenues exceeded expenditures by \$679,577.

Revenues (Consolidated Statement of Revenues and Expenditures)

	April Budget	April Actual	Over/(Under)	
Tipping Fees - Solid Waste	1,147,668	1,205,470	57,802	5.0%
Tipping Fees - Diverted Materials	316,724	340,248	23,524	7.4%
Other Revenues	<u>658,716</u>	<u>683,126</u>	<u>24,410</u>	3.7%
Total Revenue	<u><u>2,123,108</u></u>	<u><u>2,228,844</u></u>	<u><u>105,736</u></u>	5.0%

Solid Waste revenues for April were \$57,802 or 5.0% over budgeted amounts. Diverted Material revenues for April were \$23,524 or 7.4% over budgeted amounts. April total revenue was \$105,736 or 5.0% over budgeted amounts.

	Y-T-D Budget	Y-T-D Actual	Over/(Under)	
Tipping Fees - Solid Waste	11,553,167	12,400,307	847,140	7.3%
Tipping Fees - Diverted Materials	2,778,506	3,993,974	1,215,468	43.7%
Other Revenues	<u>7,686,243</u>	<u>8,157,434</u>	<u>471,191</u>	6.1%
Total Revenue	<u><u>22,017,916</u></u>	<u><u>24,551,715</u></u>	<u><u>2,533,799</u></u>	11.5%

Solid Waste revenues year to date as of April were \$847,140 or 7.3% over budgeted amounts. Diverted Material revenues year to date as of April were \$1,215,468 or 43.7% over budgeted amounts. Year to date total revenue as of April was \$2,533,799 or 11.5% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of April 30, 2025 (83.3% of the fiscal year), year-to-date operating expenditures totaled \$18,179,281. This is 77.6% of the operating budget of \$23,415,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of April 2025, capital project expenditures totaled \$1,914,110. \$1,339,997 was for the Organics Infrastructure Upgrades. \$372,317 was for Equipment Replacement. \$100,652 was for CH Postclosure Maintenance. \$22,986 was for LR Postclosure Maintenance. \$20,566 was for JR Postclosure Maintenance. \$17,516 was for SB1383 Local Assistance Grant.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of April 2025 is attached for review and acceptance. April disbursements totaled \$3,336,104.95 of which \$720,829.10 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 2025.

<u>Vendor</u>	<u>Services</u>	<u>Amount</u>
Atlas Organics CU11, LLC	Infrastructure Improvements & Monthly Organics Processing	\$1,499,059.78
Coast Counties Truck & Equipment Co.	2025 Peterbuilt Tractor & Vehicle Maintenance	\$244,411.89
Western Trailer Company	2025 Western Trailer Live Floor & Vehicle Maintenance	\$150,112.30
Southern Counties Lubricants LLC	Monthly Vehicle & Equipment Fuel	\$98,265.59
Ca. Dept. of Tax and Fee Admin.	Quarterly State Landfill Fee	\$70,354.00
Geologic Associates, Inc.	Groundwater Monitoring	\$67,860.04

Cash Balances

The Authority's cash position decreased by \$830,176.44 during April to \$38,279,552.27. 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 so that the payment can be made in August. 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	5,225,558.77
Restricted for Pension Liabilities (115 Trust)	-
State & Federal Grants	153,171.16
BNY - Bond 2022A Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	143,418.38
Employee Unreimbursed Medical Claims	2,378.83

Committed by Board Policy:

AB939 Services	578,676.78
Undesignated Fund Balance	-
Designated for Capital Projects Reserve	5,475,938.23
Designated for Environmental Impairment Reserve	3,206,108.06
Designated for Operating Reserve	3,791,621.18
Expansion Fund (South Valley Revenues)	5,223,380.70

Assigned for Post Closure and Capital Improvements

Crazy Horse Post Closure	723,863.67
Lewis Road Post Closure	232,102.74
Jolon Road Post Closure	22,640.06
Johnson Canyon Post Closure	3,011,979.34
Capital Improvement Projects	8,251,506.72

Available for Operations: 2,237,207.95

Total 38,279,552.57

ATTACHMENTS

1. April 2025 Consolidated Statement of Revenues and Expenditures
2. April 2025 Consolidated Grant and CIP Expenditures Report
3. April 2025 Checks Issued Report

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 2025

	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	14,083,100	1,205,470	12,400,307	88.1 %	1,682,793	0	1,682,793
Tipping Fees - Diverted Materials	3,393,800	340,248	3,993,974	117.7 %	(600,174)	0	(600,174)
AB939 Service Fee	5,008,400	417,368	4,173,680	83.3 %	834,720	0	834,720
Charges for Services	2,595,000	224,709	2,197,983	84.7 %	397,017	0	397,017
Sales of Materials	140,000	19,145	182,553	130.4 %	(42,553)	0	(42,553)
Gas Royalties	320,000	0	165,702	51.8 %	154,298	0	154,298
Investment Earnings	1,000,000	7,307	1,272,728	127.3 %	(272,728)	0	(272,728)
Rental Income	167,000	14,597	164,788	98.7 %	2,212	0	2,212
Total Revenue	26,707,300	2,228,844	24,551,716	91.9 %	2,155,584	0	2,155,584
<u>Expense Summary</u>							
Executive Administration	598,400	41,145	375,633	62.8 %	222,767	165	222,603
Administrative Support	564,200	31,797	461,761	81.8 %	102,439	4,391	98,048
Human Resources Administration	333,400	22,147	237,561	71.3 %	95,839	652	95,187
Clerk of the Board	219,000	14,412	152,259	69.5 %	66,741	962	65,779
Finance Administration	977,800	55,491	722,029	73.8 %	255,771	3,432	252,339
Operations Administration	732,300	42,079	559,667	76.4 %	172,633	494	172,139
Resource Recovery	1,430,700	95,950	1,012,223	70.8 %	418,477	35,836	382,641
Marketing	102,600	800	83,311	81.2 %	19,289	10,507	8,782
Public Education	229,300	7,491	162,246	70.8 %	67,054	48,100	18,954
Household Hazardous Waste	1,035,300	109,719	765,039	73.9 %	270,261	18,716	251,544
C & D Diversion	179,100	10,041	112,629	62.9 %	66,471	53,941	12,530
Organics Diversion	2,304,100	192,939	1,483,387	64.4 %	820,713	671,352	149,362
Diversion Services	40,000	5,467	29,040	72.6 %	10,960	0	10,960
JR Transfer Station	909,000	58,667	658,532	72.4 %	250,469	33,609	216,860
JR Recycling Operations	230,600	13,009	179,631	77.9 %	50,969	0	50,969

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 2025

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
ML Transportation Operations	2,255,500	190,868	1,766,431	78.3 %	489,069	4,660	484,409
ML Recycling Operations	581,600	42,596	426,375	73.3 %	155,225	0	155,225
JC Landfill Operations	4,777,100	376,727	3,624,186	75.9 %	1,152,914	200,279	952,635
JC Recycling Operations	567,200	39,472	396,572	69.9 %	170,628	60,653	109,975
Johnson Canyon ECS	603,100	69,252	448,699	74.4 %	154,401	18,965	135,435
Sun Street ECS	156,200	3,896	132,282	84.7 %	23,918	0	23,918
Debt Service - Interest	381,600	0	381,569	100.0 %	31	0	31
Debt Service - Principal	2,730,000	0	2,730,000	100.0 %	0	0	0
Closure/Post Closure Set-Aside	389,400	33,032	336,968	86.5 %	52,432	0	52,432
Cell Construction Set-Aside	1,087,500	92,268	941,250	86.6 %	146,250	0	146,250
Total Expense	23,415,000	1,549,267	18,179,281	77.6 %	5,235,719	1,166,712	4,069,007
Revenue Over/(Under) Expenses	3,292,300	679,577	6,372,435	193.6 %	(3,080,135)	(1,166,712)	(1,913,423)

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending April 30, 2025

	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	250,000	0	0	0.0 %	250,000	0	250,000
131 9321 CH Postclosure Maintenance	953,549	100,652	479,686	50.3 %	473,864	17,671	456,192
Total Fund 131 - Crazy Horse Post-Closure	1,203,549	100,652	479,686	39.9 %	723,864	17,671	706,192
<u>Fund 141 - Lewis Road Post-Closure Fund</u>							
141 9403 LR Postclosure Maintenance	444,623	22,986	212,520	47.8 %	232,103	24,639	207,464
Total Fund 141 - Lewis Road Post-Closure F	444,623	22,986	212,520	47.8 %	232,103	24,639	207,464
<u>Fund 161 - Jolon Road Post-Closure Fund</u>							
161 9604 JR Postclosure Maintenance	366,027	20,566	343,387	93.8 %	22,640	3,300	19,340
Total Fund 161 - Jolon Road Post-Closure F	366,027	20,566	343,387	93.8 %	22,640	3,300	19,340
<u>Fund 211 - Grants</u>							
211 9217 Micro Grants for Mattress Collector	10,624	0	8,556	80.5 %	2,068	0	2,068
211 9231 Tire Amnesty 2023-24	46,000	7,505	26,503	57.6 %	19,497	0	19,497
211 9232 SB1383 Local Assistance Grant Pr	676,404	17,516	448,776	66.3 %	227,627	36,775	190,852
211 9233 Monterey Bay Area Resources Dist	20,000	0	0	0.0 %	20,000	20,000	0
211 9262 CalRecycle - Household Hazardous	60,030	0	26,846	44.7 %	33,184	0	33,184
211 9263 Cal Recycle - 2022-23 CCPP	6,767	0	6,767	100.0 %	0	0	0
211 9264 Cal Recycle - 2023-24 CCPP	22,262	325	7,479	33.6 %	14,783	0	14,783
Total Fund 211 - Grants	842,086	25,346	524,928	62.3 %	317,158	56,775	260,383
<u>Fund 800 - Capital Improvement Projects Fu</u>							
800 9101 Equipment Replacement	2,554,275	372,317	1,235,591	48.4 %	1,318,684	0	1,318,684
800 9105 Concrete Grinding	80,614	0	0	0.0 %	80,614	0	80,614
800 9109 Organics Infrastructure Upgrades	2,500,000	1,339,997	2,500,000	100.0 %	0	0	0
800 9214 Organics Program Equipment Repl:	735,733	0	167,058	22.7 %	568,675	0	568,675
800 9322 North County Transfer Station	265,236	22,171	90,446	34.1 %	174,790	120,505	54,285
800 9501 JC LFG System Improvements	415,245	417	208,802	50.3 %	206,443	0	206,443

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending April 30, 2025

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9505 JC Partial Closure	126,129	0	19,974	15.8 %	106,155	0	106,155
800 9506 JC Litter Control Barrier	130,625	0	0	0.0 %	130,625	0	130,625
800 9507 JC Corrective Action	250,000	0	0	0.0 %	250,000	0	250,000
800 9521 JC Entrance Facility	177,622	0	29,074	16.4 %	148,549	23,439	125,110
800 9527 JC Module Engineering and Constr	4,088,756	0	73,954	1.8 %	4,014,803	0	4,014,803
800 9528 Roadway Improvements	1,514,318	0	1,492,064	98.5 %	22,254	2,643	19,612
800 9601 JR Transfer Station Improvements	277,869	9,657	178,537	64.3 %	99,333	97,919	1,414
Total Fund 800 - Capital Improvement Proje	13,116,423	1,744,560	5,995,498	45.7 %	7,120,925	244,505	6,876,420
Total CIP Expenditures	15,972,709	1,914,110	7,556,019	47.3 %	8,416,690	346,891	8,069,799

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35705	ADVANCED CHEMICAL TRANSPORT, INC. HHW Hauling & Disposal	4/2/2025	10,308.11	10,308.11
35706	ALESHIRE & WYNDER, LLP Monthly Legal Services	4/2/2025	3,009.00	3,009.00
35707	AUTOZONE LLC. All Sites Vehicle Supplies	4/2/2025	525.86	525.86
35708	**Void**	4/2/2025	-	-
35709	**Void**	4/2/2025	-	-
35710	BECKS SHOES AND REPAIR All Sites Safety Supplies	4/2/2025	5,081.60	5,081.60
35711	**Void**	4/2/2025	-	-
35712	**Void**	4/2/2025	-	-
35713	BLUE STRIKE ENVIRONMENTAL INC LAGP2 Marketing Project - Mar 2025	4/2/2025	6,900.00	6,900.00
35714	BRYAN EQUIPMENT JC Equipment Maintenance	4/2/2025	147.60	147.60
35715	CALIFORNIA WATER SERVICE All Sites Water	4/2/2025	1,141.95	1,141.95
35716	CARLON'S FIRE EXTINGUISHER SALES & SERVICE JC Safety Supplies	4/2/2025	145.46	145.46
35717	CLARK PEST CONTROL, INC ML Exterminator Service	4/2/2025	5.00	5.00
35718	CURIE ENVIRONMENTAL SERVICES HHW Safety Supplies	4/2/2025	1,684.75	1,684.75
35719	ENDEAVOR MORE INC. JC Equipment Maintenance	4/2/2025	493.27	493.27
35720	ERIC GARCIA All Vehicle Maintenance	4/2/2025	1,360.00	1,360.00
35721	FRESNO OXYGEN JC Equipment Maintenance	4/2/2025	239.01	239.01

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35722	GEOLOGIC ASSOCIATES, INC. Groundwater Monitoring	4/2/2025	26,356.00	26,356.00
35723	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	4/2/2025	705.93	705.93
35724	GONZALES ACE HARDWARE All Sites Facility Supplies	4/2/2025	143.61	143.61
35725	JT HOSE & FITTINGS JC Equipment Maintenance	4/2/2025	75.84	75.84
35726	KING CITY HARDWARE INC. JR Facility Maintenance	4/2/2025	8.68	8.68
35727	MANUEL PEREA TRUCKING, INC. JC & JR Equipment Rental JC Equipment Maintenance	4/2/2025	715.00 817.50	1,532.50
35728	MISSION LINEN SUPPLY All Sites Uniforms	4/2/2025	723.20	723.20
35729	ODP BUSINESS SOLUTIONS, LLC JC Office Supplies	4/2/2025	125.15	125.15
35730	O'REILLY AUTOMOTIVE STORES, INC. ML Vehicle Maintenance	4/2/2025	248.39	248.39
35731	PACIFIC TRUCK PARTS, INC ML Vehicle Maintenance	4/2/2025	117.88	117.88
35732	PROBUILD COMPANY LLC JC Facility Maintenance	4/2/2025	316.72	316.72
35733	QUINN COMPANY JC Equipment Maintenance	4/2/2025	831.38	831.38
35734	R.D. OFFUTT COMPANY JC Equipment Maintenance	4/2/2025	599.13	599.13
35735	REFRIGERATION SUPPLIES DISTRIBUTOR HHW Disposal Supplies	4/2/2025	200.00	200.00
35736	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY HHW Safety Supplies JR Improvements Supplies	4/2/2025	2,042.47 2,742.24	4,784.71
35737	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	4/2/2025	18,558.46	18,558.46
35738	UNITED RENTALS (NORTHWEST), INC UTV 4WD DSL	4/2/2025	7,830.00	7,830.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35739	VALERIO VARELA JR JC Equipment Maintenance ML Vehicle Maintenance	4/2/2025	300.00 750.00	1,050.00
35740	VERIZON WIRELESS SERVICES Monthly Internet Service	4/2/2025	197.45	197.45
35741	WEST COAST RUBBER RECYCLING, INC JC Org Tire Diversion	4/2/2025	1,551.00	1,551.00
35742	WHITE CAP, LP JR Facility Maintenance JR Improvements	4/2/2025	41.23 356.28	397.51
35743	A-7 AUSTIN, LTD Adm Special Supplies	4/10/2025	303.47	303.47
35744	AGUSTIN TINAJERO - ESPRIELLA Common Area Maintenance	4/10/2025	750.00	750.00
35745	AON RISK INSURANCE SERVICES WEST, INC . Insurance - Auto	4/10/2025	861.00	861.00
35746	ARMANDO MATA PEDRAZA JC Equipment Maintenance	4/10/2025	1,014.30	1,014.30
35747	BLUE STRIKE ENVIRONMENTAL INC Edible Food Recovery	4/10/2025	2,106.50	2,106.50
35748	CARLON'S FIRE EXTINGUISHER SALES & SERVICE JR Safety Supplies	4/10/2025	450.00	450.00
35749	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	4/10/2025	98.39	98.39
35750	COMCAST Common Area Maintenance	4/10/2025	142.24	142.24
35751	COMMERCIAL TRUCK COMPANY JC Vehicle Maintenance	4/10/2025	488.40	488.40
35752	COSTCO MEMBER CARD SERVICES Agency Membership	4/10/2025	195.00	195.00
35753	Elevator Service Co. of Central California Inc. Common Area Maintenance	4/10/2025	960.00	960.00
35754	FRESNO OXYGEN JC Equipment Maintenance	4/10/2025	53.00	53.00
35755	Frontier Performance Lubricants, Inc. JR Equipment Maintenance	4/10/2025	531.16	531.16

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35756	GEOLOGIC ASSOCIATES, INC. Groundwater Monitoring	4/10/2025	41,504.04	41,504.04
35757	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	4/10/2025	2,704.84	2,704.84
35758	GONZALES ACE HARDWARE JC Equipment Maintenance JC Facility Maintenance	4/10/2025	18.20 72.60	90.80
35759	HENLEY PACIFIC SF, LLC JC Vehicle Maintenance	4/10/2025	129.39	129.39
35760	Jose Gil Hernandez Jr. JC Vehicle Maintenance	4/10/2025	1,200.00	1,200.00
35761	JT HOSE & FITTINGS All Sites Equipment Maintenance Supplies	4/10/2025	853.76	853.76
35762	KEVIN CARDONA School waste labels School waste labels	4/10/2025	2,897.00 267.97	3,164.97
35763	LIEBERT CASSIDY WHITMORE HR Legal Services	4/10/2025	1,665.00	1,665.00
35764	MISSION LINEN SUPPLY All Sites Uniforms	4/10/2025	569.65	569.65
35765	ODP BUSINESS SOLUTIONS, LLC Adm & JC Office Supplies	4/10/2025	302.58	302.58
35766	PENINSULA MESSENGER LLC All Sites Courier Service	4/10/2025	1,147.00	1,147.00
35767	QUINN COMPANY ML Vehicle Maintenance	4/10/2025	75.29	75.29
35768	RCA Plumbing, Inc. Common Area Maintenance	4/10/2025	1,651.00	1,651.00
35769	ROBERTO DEL REAL JC Portable Toilet	4/10/2025	1,435.00	1,435.00
35770	ROSSI BROS TIRE & AUTO SERVICE JC Equipment Maintenance ML Vehicle Maintenance	4/10/2025	870.64 135.00	1,005.64
35771	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY JC Improvements Bldg.	4/10/2025	2,412.76	2,412.76

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35772	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	4/10/2025	300.00	300.00
35773	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	4/10/2025	28,920.74	28,920.74
35774	Southern Counties Oil Co., a CA Limited Partnership JR & JC Fuel	4/10/2025	4,614.34	4,614.34
35775	SSB Contracting Inc. CH Roof Repair	4/10/2025	32,310.00	32,310.00
35776	TELCO BUSINESS SOLUTIONS Monthly Network Support	4/10/2025	245.35	245.35
35777	The EcoHero Show LLC School Assembly Program	4/10/2025	1,600.00	1,600.00
35778	Tomas Lopez JC Safety Supplies	4/10/2025	234.88	234.88
35779	ULINE, INC. Adm Office Supplies	4/10/2025	1,506.35	1,506.35
35780	VALERIO VARELA JR ML Vehicle Maintenance	4/10/2025	475.00	475.00
35781	Vasquez Fabrication, Inc. JR Equipment Maintenance	4/10/2025	297.50	297.50
35782	VERIZON CONNECT FLEET USA LLC ML Vehicle Maintenance	4/10/2025	367.95	367.95
35783	**Void**	4/10/2025	-	-
35784	**Void**	4/10/2025	-	-
35785	VOSTI'S INC All Sites Equipment Maintenance	4/10/2025	1,868.98	1,868.98
35786	**Void**	4/10/2025	-	-
35787	HOME DEPOT All Sites Facility Supplies	4/10/2025	3,308.30	3,308.30
35788	**Void**	4/10/2025	-	-

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35789	**Void**	4/10/2025	-	-
35790	MONICA ZUNIGA SHRM Conference 2025	4/10/2025	1,814.26	1,814.26
35791	US BANK CORPORATE PAYMENT SYSTEM Southwest Airlines: Waste Expo 2025 Amazon Business: Annual Subscription Harbor Freight: HHW Supplies Smart & Final: JC Office Supplies Experian: Credit Account Reports Federal Motor Carrier: HR Investigations D & A Clearinghouse: HR Investigations Constant Contact: RR Public Outreach Platt Electrical: RR Supplies Uship: JC Vehicle Maintenance Midway: JC Vehicle Maintenance AT&T: Finance Internet Flowers by Nora: Admin Office Supplies La Plaza Bakery: Training Supplies La Plaza Bakery: Training Supplies Etsy: RR Supplies Razzolink: JR Internet Service AT&T: 126 SS Internet Services Neogov: HR Recruitments K-Tec: JC Vehicle Supplies SWANA: Ops Admin Supplies Narrow Gauge Hotel: Western Regional Conference ArcMate: JC Facility Maintenance Harbor Freight: JC Facility Maintenance Amazon: JRTS Supplies SWANA: 2025 Western Regional Symposium Waste Expo: Registration Costco: Replacement Computer 04.10.25 US Bank CM EarthDayShirts: Ops Admin Supplies La Plaza Bakery: BD Meeting Supplies Amazon: JC Supplies Smart & Final: BD Meeting Supplies Valley Donuts: EE Appreciation Harbor Freight: JC Small Tools Salinas Liquidations: RR Ed Center Supplies	4/16/2025	493.92 464.68 216.16 162.68 258.95 175.00 25.00 56.00 105.01 784.10 200.00 43.23 104.59 99.53 242.48 63.25 115.12 230.50 199.00 33.98 45.00 889.96 426.69 131.35 (430.99) 1,200.00 2,090.00 1,218.11 (43.06) 488.75 152.26 (13.67) 227.64 82.37 85.18 51.16	10,673.93
35792	**Void**	4/16/2025	-	-
35793	**Void**	4/16/2025	-	-
35794	**Void**	4/16/2025	-	-

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35795	**Void**	4/16/2025	-	-
35796	A & G PUMPING, INC RR & JR Portable Toilets	4/17/2025	426.50	426.50
35797	Abram Family LP Refund Credit Balance on Charge Account	4/17/2025	6.00	6.00
35798	ADVANCED CHEMICAL TRANSPORT, INC. HHW Hauling & Disposal	4/17/2025	22,978.52	22,978.52
35799	AGRI-FRAME, INC JC & JR Facility Maintenance	4/17/2025	1,798.18	1,798.18
35800	AMERICAN SUPPLY CO. JC Special Dept Supplies	4/17/2025	2,915.93	2,915.93
35801	ARMANDO MATA PEDRAZA JR Vehicle Maintenance	4/17/2025	199.25	199.25
35802	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	4/17/2025	281.00	281.00
35803	AT&T LONG DISTANCE Adm Telephone Services	4/17/2025	83.34	83.34
35804	AT&T SERVICES INC All Sites Telephone Service	4/17/2025	189.37	189.37
35805	ATLAS ORGANICS CU11, LLC Monthly Organics Processing	4/17/2025	159,062.76	159,062.76
35806	AUTOZONE LLC. All Sites Equipment Supplies	4/17/2025	682.33	682.33
35807	**Void**	4/17/2025	-	-
35808	BRYAN EQUIPMENT JC Equipment Maintenance	4/17/2025	46.11	46.11
35809	California Department of Fish and Wildlife Refund Credit Balance on Charge Account	4/17/2025	382.68	382.68
35810	CITY OF GONZALES Monthly Hosting Fees	4/17/2025	20,833.33	20,833.33
35811	CLARK PEST CONTROL, INC Adm Exterminator Services JR Exterminator Services	4/17/2025	64.00 210.00	274.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35812	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance Supplies	4/17/2025	165.43	165.43
35813	COMMERCIAL TRUCK COMPANY ML Vehicle Maintenance	4/17/2025	238.28	238.28
35814	CORE & MAIN LP JC Improvements Supplies	4/17/2025	417.06	417.06
35815	DON CHAPIN INC Adm Bldg. Facility Maintenance	4/17/2025	1,141.79	1,141.79
35816	ERIC GARCIA ML & JR Vehicle Maintenance	4/17/2025	1,360.00	1,360.00
35817	F.A.S.T. SERVICES Monthly Board Interpreting Services	4/17/2025	250.00	250.00
35818	FIRST ALARM SS & Adm Alarm Services	4/17/2025	812.70	812.70
35819	FRESNO OXYGEN JC Equipment Maintenance	4/17/2025	294.33	294.33
35820	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	4/17/2025	2,714.69	2,714.69
35821	GONZALES ACE HARDWARE JC Equipment Maintenance ML Vehicle Maintenance	4/17/2025	27.18 22.21	49.39
35822	GONZALES TIRE & AUTO SUPPLY All Sites Equipment Maintenance Supplies	4/17/2025	466.03	466.03
35823	**Void**	4/17/2025	-	-
35824	GRAINGER JR Facility Maintenance	4/17/2025	140.94	140.94
35825	GREEN RUBBER - KENNEDY AG, LP JC Maintenance Supplies JR Facility Maintenance Supplies	4/17/2025	610.89 241.56	852.45
35826	HOPE SERVICES JC Litter Abatement	4/17/2025	7,730.62	7,730.62
35827	JIMENEZ TIRE SERVICE INC. JC Equipment Maintenance JC Vehicle Maintenance ML Vehicle Maintenance	4/17/2025	105.88 316.04 47.50	469.42

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35828	JT HOSE & FITTINGS JC Equipment Maintenance ML Vehicle Maintenance	4/17/2025	233.19 307.34	540.53
35829	MANUEL PEREA TRUCKING, INC. JR Equipment Maintenance	4/17/2025	325.00	325.00
35830	MISSION LINEN SUPPLY All Sites Uniforms	4/17/2025	527.91	527.91
35831	NEU-SCAPES, INC. Common Area Maintenance RR Facility Maintenance	4/17/2025	550.00 200.00	750.00
35832	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies All Sites Office Supplies	4/17/2025	523.61 85.42	609.03
35833	O'REILLY AUTOMOTIVE STORES, INC. JC Vehicle Maintenance	4/17/2025	245.45	245.45
35834	PRECISION ALARMS & AUTOMATION SOLUTIONS, INC. HHW Alarm Services	4/17/2025	60.00	60.00
35835	PURE WATER BOTTLING All Sites Water Service	4/17/2025	547.10	547.10
35836	QUINN COMPANY JC Equipment Maintenance	4/17/2025	890.12	890.12
35837	REPUBLIC SERVICES #471 Monthly Trash Service	4/17/2025	203.46	203.46
35838	Ruth Maria Milla-Leon JC Facility Maintenance	4/17/2025	63.37	63.37
35839	SALINAS NEWSPAPERS, INC. Public Hearing	4/17/2025	422.30	422.30
35840	SALINAS VALLEY FORD SALES JC Vehicle Maintenance	4/17/2025	261.33	261.33
35841	SAUL CARDENAS-IBARRA SVR REELS	4/17/2025	800.00	800.00
35842	SCALES UNLIMITED JC Scale Maintenance JR Scale Maintenance	4/17/2025	705.00 705.00	1,410.00
35843	SCS ENGINEERS Methane Rule and Greenhouse Gas Reporting	4/17/2025	9,575.00	9,575.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35844	SCS FIELD SERVICES All Sites Routine Engineering Services	4/17/2025	18,681.50	18,681.50
35845	SOCIAL VOCATIONAL SERVICES, INC. JC Litter Abatement	4/17/2025	6,661.75	6,661.75
35846	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	4/17/2025	12,602.04	12,602.04
35847	SPECIALTY DISTRIBUTORS INC. JC Equipment Maintenance	4/17/2025	195.23	195.23
35848	STERICYCLE, INC Adm Shredding Services	4/17/2025	182.86	182.86
35849	TLC Custom Farming Refund Credit Balance on Charge Account	4/17/2025	875.89	875.89
35850	VALERIO VARELA JR ML Vehicle Maintenance	4/17/2025	560.00	560.00
35851	WESTERN TRAILER COMPANY ML Vehicle Maintenance	4/17/2025	1,965.68	1,965.68
35852	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Fuel	4/17/2025	3,603.97	3,603.97
35853	ADMANOR, INC CCRMC Monthly Media & Marketing Service	4/24/2025	5,076.00	5,076.00
35854	ADVANCED CHEMICAL TRANSPORT, INC. HHW Hauling & Disposal	4/24/2025	12,360.67	12,360.67
35855	AGUSTIN TINAJERO - ESPRIELLA RR Facility Maintenance	4/24/2025	2,150.00	2,150.00
35856	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	4/24/2025	137.00	137.00
35857	AT&T SERVICES INC JC Telephone	4/24/2025	62.31	62.31
35858	ATLAS ORGANICS CU11, LLC Infrastructure Improvements	4/24/2025	1,339,997.02	1,339,997.02
35859	BLUE STRIKE ENVIRONMENTAL INC LAGP Marketing Plan - March 2025 LAGP2 Grant Program - March 2025	4/24/2025	6,356.38 4,259.61	10,615.99
35860	BRYAN EQUIPMENT JC Equipment Maintenance	4/24/2025	553.43	553.43

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35861	CARLON'S FIRE EXTINGUISHER SALES & SERVICE JC Safety Supplies	4/24/2025	1,931.00	1,931.00
35862	CDW GOVERNMENT Adm Network Support	4/24/2025	856.46	856.46
35863	CLARK PEST CONTROL, INC JR Exterminator	4/24/2025	210.00	210.00
35864	COAST COUNTIES TRUCK & EQUIPMENT CO. 2025 2025 Peterbilt 589 Three Axle Tractor ML Vehicle Maintenance	4/24/2025	243,999.59 98.85	244,098.44
35865	COMCAST HHW Internet Service	4/24/2025	127.08	127.08
35866	COMPUTERSMITHS LLC DOT Pre-Employment	4/24/2025	70.00	70.00
35867	CSC OF SALINAS/YUMA JR Facility Maintenance	4/24/2025	269.03	269.03
35868	DATAFLOW BUSINESS SYSTEMS INC. Printer Network Support	4/24/2025	15.18	15.18
35869	GOLDEN STATE TRUCK & TRAILER REPAIR JR Vehicle Maintenance ML Vehicle Maintenance	4/24/2025	959.17 4,143.28	5,102.45
35870	GONZALES ACE HARDWARE JC Equipment Maintenance	4/24/2025	45.39	45.39
35871	GRAINGER JC Facility Maintenance	4/24/2025	56.73	56.73
35872	GREEN RUBBER - KENNEDY AG, LP JC Safety Supplies JR Facility Maintenance	4/24/2025	975.78 372.02	1,347.80
35873	GREEN VALLEY INDUSTRIAL SUPPLY, INC ML Vehicle Maintenance	4/24/2025	96.80	96.80
35874	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS IIMC Annual Membership	4/24/2025	235.00	235.00
35875	JOAQUIN VASQUEZ ML & Adm Water Maintenance	4/24/2025	325.00	325.00
35876	KING CITY HARDWARE INC. JC Facility Maintenance JR Facility Maintenance	4/24/2025	44.21 23.91	68.12

Salinas Valley Solid Waste Authority
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Check #	Name	Check Date	Amount	Check Total
35877	LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement	4/24/2025	325.00	325.00
35878	MANUEL PEREA TRUCKING, INC. ML & JC Vehicle & Equipment Renta	4/24/2025	260.00	260.00
35879	MB America, Inc. JC Equipment Maintenance	4/24/2025	956.51	956.51
35880	MISSION LINEN SUPPLY All Sites Uniforms JR Uniforms ML Uniforms	4/24/2025	352.25 71.93 69.66	493.84
35881	MOR-VALUE PARTS COMPANY LR Maintenance Supplies	4/24/2025	4,975.94	4,975.94
35882	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies	4/24/2025	352.86	352.86
35883	PACE ANALYTICAL SERVICES, LLC CH Lab Analysis JC Lab Analysis	4/24/2025	275.00 550.00	825.00
35884	PACIFIC CREST ENGINEERING INC CH Engineering Services	4/24/2025	15,960.00	15,960.00
35885	PACIFIC TRUCK PARTS, INC JC Equipment Maintenance	4/24/2025	294.70	294.70
35886	PROBUILD COMPANY LLC JC Facility Maintenance	4/24/2025	857.57	857.57
35887	QUINN COMPANY JC Org Equipment Maintenance	4/24/2025	3,707.60	3,707.60
35888	R. PATRICK MATHEWS Per Diem - Mileage	4/24/2025	114.14	114.14
35889	R.D. OFFUTT COMPANY All Sites Equipment JC Equipment Maintenance	4/24/2025	33,949.68 (163.13)	33,786.55
35890	Ruth Maria Milla-Leon Common Area Maintenance HR Tech Office	4/24/2025	443.07 443.07	886.14
35891	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	4/24/2025	18,195.45	18,195.45
35892	TELCO BUSINESS SOLUTIONS Adm & HHW Telephone	4/24/2025	629.44	629.44

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025


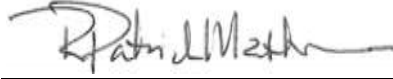
Check #	Name	Check Date	Amount	Check Total
35893	THE DON CHAPIN COMPANY, INC. Office Plumbing Portable Toilet ML Portable Toilet	4/24/2025	271.95 469.58	741.53
35894	VALERIO VARELA JR JC Equipment Maintenance ML Vehicle Maintenance	4/24/2025	1,350.00 5,275.00	6,625.00
35895	VERIZON WIRELESS SERVICES Monthly Internet Service	4/24/2025	190.05	190.05
35896	WEST COAST RUBBER RECYCLING, INC All Sites Tire Diversion	4/24/2025	3,916.00	3,916.00
35897	WESTERN TRAILER COMPANY ML Vehicle Maintenance	4/24/2025	19,216.85	19,216.85
35898	AGUSTIN TINAJERO - ESPRIELLA SS Facility Maintenance	4/30/2025	1,500.00	1,500.00
35899	ALESHIRE & WYNDER, LLP Monthly Legal Services	4/30/2025	5,278.50	5,278.50
35900	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	4/30/2025	137.00	137.00
35901	BRYAN EQUIPMENT JC Equipment Maintenance	4/30/2025	39.97	39.97
35902	CALIFORNIA WATER SERVICE All Sites Water Service JR Water Service	4/30/2025	663.70 267.60	931.30
35903	CLARK PEST CONTROL, INC Adm Exterminator Service	4/30/2025	121.00	121.00
35904	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	4/30/2025	49.63	49.63
35905	CORE & MAIN LP JC Maintenance Supplies	4/30/2025	205.15	205.15
35906	CSC OF SALINAS/YUMA JR Equipment Maintenance	4/30/2025	16.36	16.36
35907	ERIC GARCIA ML & JR Vehicle Maintenance	4/30/2025	1,615.00	1,615.00
35908	FRESNO OXYGEN JC Equipment Maintenance JC Org Equipment Maintenance	4/30/2025	30.11 246.25	276.36

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35909	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	4/30/2025	102.75	102.75
35910	GONZALES ACE HARDWARE JC Facility Maintenance JC Org Facility Maintenance ML Vehicle Maintenance	4/30/2025	168.00 51.49 83.35	302.84
35911	J R Miller & Associates, Inc. All Sites Engineering Services	4/30/2025	932.50	932.50
35912	JT HOSE & FITTINGS JC Equipment Maintenance	4/30/2025	264.69	264.69
35913	KING CITY HARDWARE INC. JR Facility Maintenance	4/30/2025	109.83	109.83
35914	MANUEL PEREA TRUCKING, INC. JC Equipment Maintenance	4/30/2025	135.69	135.69
35915	MISSION LINEN SUPPLY All Sites Uniforms	4/30/2025	539.91	539.91
35916	MONTEREY COUNTY HEALTH DEPARTMENT Quarterly Regional Fee	4/30/2025	26,840.45	26,840.45
35917	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies	4/30/2025	290.68	290.68
35918	O'REILLY AUTOMOTIVE STORES, INC. JC Vehicle Maintenance	4/30/2025	489.08	489.08
35919	PACE ANALYTICAL SERVICES, LLC JC Lab Analysis JR Lab Analysis	4/30/2025	5,494.90 1,054.06	6,548.96
35920	PACIFIC TRUCK PARTS, INC ML Vehicle Maintenance	4/30/2025	31.18	31.18
35921	PROBUILD COMPANY LLC JC Facility Maintenance	4/30/2025	451.27	451.27
35922	QUINN COMPANY JC Equipment Maintenance	4/30/2025	31.53	31.53
35923	Revenue Now Inc. JC Equipment Maintenance	4/30/2025	310.40	310.40
35924	SAFETEQUIP JC Safety Supplies	4/30/2025	715.86	715.86

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2025 to 4/30/2025

Check #	Name	Check Date	Amount	Check Total
35925	SAN BENITO SUPPLY, CONSTRUCTION, CONCRETE & QUARRY JR Facility Maintenance	4/30/2025	2,147.63	2,147.63
35926	SCALES UNLIMITED ML Scale Maintenance	4/30/2025	565.00	565.00
35927	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	4/30/2025	19,988.90	19,988.90
35928	VALERIO VARELA JR ML Vehicle Maintenance	4/30/2025	3,200.00	3,200.00
35929	WEST COAST RUBBER RECYCLING, INC All Sites Amnesty	4/30/2025	7,095.00	7,095.00
35930	WESTERN TRAILER COMPANY ML Vehicle Maintenance Western Refuse Live Floor 48'	4/30/2025	285.89 128,643.88	128,929.77
35931	WHITE CAP, LP JC Org Facility Maintenance	4/30/2025	274.63	274.63
25-00472-DFT	REPUBLIC SERVICES #471 ML Rent	4/30/2025	17,558.88	17,558.88
25-00473-DFT	INTERMEDIA Email Exchange	4/5/2025	496.00	496.00
25-00474-DFT	Amazon Capital Services, Inc All Sites Facility Supplies	4/10/2025	2,809.72	2,809.72
25-00494-DFT	California Department of Tax and Fee Administration BOE Fees	4/25/2025	70,354.00	70,354.00
25-00495-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites CNG Fuel	4/16/2025	162.43	162.43
25-00500-DFT	Amazon Capital Services, Inc RR Public Outreach Supplies JC Equipment Maintenance	4/24/2025	1,703.70 2,564.31	4,268.01
25-00501-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites Electrical Services	4/24/2025	26,421.06	26,421.06
	Total:			<u>2,615,275.85</u>
	Payroll Disbursements			<u>720,829.10</u>
	Grand Total			<u><u>3,336,104.95</u></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 26, 2025</p> <p>From: Mandy Brooks, Resource Recovery Manager</p> <p>Title: Member and Interagency Activities Report for May 2025</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: The monthly inspection for the Johnson Canyon Landfill and Composting Facility was conducted on May 22. No violations or areas of concern were noted during the inspection.

Jolon Road Transfer Station: The monthly inspection for Jolon Road Transfer Station was conducted on May 19 with no violations or areas of concern noted during the inspection.

Closed Landfills: The quarterly inspections for the Crazy Horse Transfer Station and Landfill and Lewis Road Landfill were conducted on June 11; no areas of concern or violations were issued for either site.

Gonzales Clothing Closet

- The Clothing Closet continues to be open Tuesdays & Wednesdays from 2pm - 4pm and Thursdays from 1pm - 3pm at the Mission Annex located on 4th and Day Streets.

Q2 CY 2025	# Volunteers	Hours	# Clothing Items Dist.	# Families Served	# Family Members
April	4	110	1,023	67	299
May	3	85	519	48	200
June	-	-	-	-	-
Q2 2025 TOTALS	3.5 (avg)	195	1,542	115	499

Cleanup Events

The 2025 hauler community cleanup schedule for all member agencies areas are included in the event list below. Two clean up events were conducted in May. The results from the May 31st cleanup event in Soledad is listed in the table below. The results from the May 17th event in Salinas – District 1 will be reported next month.

Date	Location	Hauler/ Volunteer Group	Trash (tons)	Recycling (tons)	ABOP Materials (collected by SVR)	Diversion %
May 31	Soledad	TCD	10.3	16.4	1.1 ton	61%

FY 2024-25 Current & Future Events with SVR Staff Participation

Gonzales:	06/05/25	Compost Facility Tour, CA Association of Compost Producers
	06/27/25	Tour for Amor Salinas Staff, JCLF & Ed Center
	06/28/25	Cleanup Event & ABOP Collection, La Gloria Elementary School
	08/06/25	Tour for CRRA Conference, JCLF & Ed Center
	10/18/25	Cleanup Event & ABOP Collection, La Gloria Elementary School
Greenfield:	06/11/25	Outreach at Meals on Wheels SV Event, Memorial Hall
	09/06/25	Cleanup Event & ABOP Collection, Public Works Yard
King City:	06/21/25	Cleanup Event & HHW Collection, SV Fairgrounds
	06/28/25	Composting Workshop & Giveaway, SV Fairgrounds
	11/01/25	Cleanup Event & ABOP Collection, SV Fairgrounds
Salinas:	06/11/25	Door-to-Door Outreach, multifamily complexes
	06/16/25	Door-to-Door Outreach, multifamily complexes
	06/17/25	Door-to-Door Outreach, multifamily complexes
	06/21/25	District 6 Cleanup Event
	08/16/25	District 3 Cleanup Event
	09/27/25	District 2 Cleanup Event
	10/11/25	District 4 Cleanup Event
	11/08/25	District 5 Cleanup Event
Soledad:	08/10/25	Booth at Soledad Fiesta Day
	09/27/25	Cleanup Event & ABOP Collection, Soledad High School
Mo County:	06/07/25	Aromas Cleanup & ABOP Collection, 300 Aromas Rd
	08/06/25	San Ardo Cleanup & ABOP Collection, Main St & Jolon Rd
	08/20/25	Recycling Presentation, Prunedale Grange Hall

09/13/25 Prunedale Cleanup & ABOP Collection, Grange Parking Lot
11/08/25 Pajaro Cleanup & ABOP Collection, 499 Salinas Rd

BACKGROUND

The monthly Interagency Activities Report was established in 2014 to keep the Board apprised of communications with member agencies and regulators and to increase public access, involvement, and awareness of Salinas Valley Recycles activities. 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 hauler cleanups occurring in each member agency's service area.

ATTACHMENT(S) None



Report to the Board of Directors

ITEM NO. 4

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

N/A

General Legal Counsel

Date: June 26, 2025

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: A Resolution Approving a Professional Services Agreement to SOLV Drilling Industrial Services, LLC for the Johnson Canyon Landfill Gas Well Drilling Services in the Amount of \$70,385 (includes a 15% contingency)

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting SVSWA priority to comply, adapt and respond to regulatory changes. While the actual drilling of the landfill gas wells is being contracted, the accompanying construction of the well and collection system will be performed by SVR staff to be fiscally prudent and control costs.

FISCAL IMPACT

The landfill gas well drilling contract will be funded by the existing Capital Improvement Projects account 9501.

DISCUSSION & ANALYSIS

As waste is placed in the landfill, the garbage goes through a decomposition process that generates landfill gas which is comprised of multiple compounds including methane. Regulations dictate that methane gas has to be contained within the landfill property which is done so with the landfill gas collection system and associated flare station and power generation plant. Periodically, additional landfill gas collection wells need to be constructed or replaced to capture the excess landfill gas generated as the amount of waste buried increases.

On April 11, 2025, staff solicited bids for the drilling project, which require a bid for an estimated 1,200 vertical feet. Bids were due April 29, 2025.

The bids received were as follows:

Vendor	Total Cost
SOLV Drilling Industrial Services, LLC	\$61,100
BSE General Engineering	\$147,338

Staff selected the lowest bidder SOLV Drilling Industrial Services, LLC whose bid was \$61,100. A contingency of 15% has been added to the bid amount to cover any unexpected issues that may occur during the drilling process such as abandoning the well due to issues within the waste mass or potential drilling overages.

BACKGROUND

As with all municipal solid waste landfills, Johnson Canyon Landfill generates landfill gas as part of the waste decomposition process. Landfill gas wells are periodically constructed and/or replaced to provide the needed infrastructure to comply with State and Federal mandates.

ATTACHMENTS

1. Resolution
2. Construction Contract

RESOLUTION NO. 2025 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE BID AWARD TO SOLV DRILLING INDUSTRIAL SERVICES, LLC FOR THE JOHNSON CANYON LANDFILL GAS WELL DRILLING SERVICES IN THE AMOUNT OF \$70,385.00

WHEREAS, the Authority released a Request for Proposals on April 11, 2025 for Landfill Gas Well drilling services, and;

WHEREAS, the Authority received two bids for this service on April 29, 2025, and;

WHEREAS, the lowest of the bids was from SOLV Drilling Industrial Services, LLC, and;

WHEREAS, the Authority has previous experience with SOLV Drilling Industrial Services and finds the quality of services and price provided by them acceptable, and;

WHEREAS, a contingency of 15% has been added to the bid amount to cover any unexpected issues that may occur during the drilling.

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 enter into an agreement subject to its material terms, and to make any non-material changes subject to approval as to legal form by General Counsel for drilling services in the amount of \$61,100, as attached hereto and marked "Exhibit A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its meeting duly held on the 26th day of June 2025, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Authority General Counsel



Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND
SOLV DRILLING INDUSTRIAL SERVICES, LLC**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 26TH day of June, 2025 (“Effective Date”) by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority (“Authority”) and SOLV Drilling Industrial Services, LLC, (herein “Contractor”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor 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 Contractor’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. Contractor 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, Contractor 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. Contractor 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, Contractor 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 Contractor under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the Authority. Contractor acknowledges that the Authority is relying on the representation by Contractor 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, Contractor shall be compensated in accordance with the “Schedule of Compensation” attached

hereto as Exhibit “C” and incorporated herein by this reference, the contract amount of Sixty One Thousand, One Hundred Dollars (\$61,100) (“Contract Sum”).

2.2 Invoices. On the first of each month Contractor 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, Contractor is certifying compliance with all provisions of the Agreement. Contractor 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 Contractor’s Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor’s first invoice. If these rates change at any time during the term of the Agreement, Contractor 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 Contractor 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 Contractor which are disputed by Authority, or as provided in Section 7.3, Authority will pay ~~its best efforts to~~ Contractor within thirty (30) days of receipt of Contractor’s correct and undisputed invoice; ~~however, Contractor 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 Contractor for correction and resubmission. Review and payment by Authority for any invoice provided by the Contractor 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 Contractor, 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 Contractor. 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. Consequently, Contractor shall not be obligated to perform such extra work until after the approval of the Authority Board of Directors for the actual costs of the extra work. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. ~~Contractor 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 Contractor anticipates and that Contractor 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.

Contractor 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. Contractor shall commence the services pursuant to this Agreement as mutually agreed to and 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 Contractor, 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 Contractor, 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 Contractor 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 Contractor be entitled to recover damages against the Authority for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2026, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional Zero (0) year(s) at the option of the Authority if the Authority is satisfied with the quality of services performed by Contractor under this Agreement.

4. COORDINATION OF WORK

4.1 Representative of Contractor. Jon Ferla is hereby designated as being the representative of Contractor 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 Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor'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. Contractor 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 Contractor. Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of Authority with only such obligations as are consistent with that role. Contractor 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 Contractor's indemnification of Authority, and prior to commencement of any services under this Agreement, Contractor 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. Contractor 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. Contractor 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 Contractor 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. Contractor 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 Contractor 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. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Contractor 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. Contractor 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. Contractor 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 Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor 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 Contractor or Authority will withhold amounts sufficient to pay premium from Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against Authority, and shall require similar written express waivers and insurance clauses from each of its subcontractors.~~

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits

maintained by the Contractor. 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. Contractor 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 Contractor'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. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with Contractors, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate Contractor'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. Contractor shall give Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor 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, Contractor 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 Contractor, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Contractor is legally liable (“indemnitors”), or arising from Contractor’s or indemnitors’ reckless or willful misconduct, or arising from Contractor’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 or active 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 Contractor and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Contractor 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. Contractor 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 Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor 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) Contractor 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 Contractor gives the Authority notice of such court order or subpoena.

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

(d) Contractor shall promptly notify the Authority should Contractor 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 Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with the Authority and to provide the Authority with the opportunity to review any response to discovery requests provided by Contractor.

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 Contractor 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 Contractor 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, Contractor 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 Contractor is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the Authority may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the

period of time that Contractor is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor 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, Contractor 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 (\$) 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 Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Contractor 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 Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Contractor has initiated termination, the Contractor 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 Contractor has initiated termination, the Contractor 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 Contractor. If termination is due to the failure of the Contractor 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 Contractor 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 Contractor 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. Contractor 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. Contractor 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 Contractor, 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 Contractor 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 Contractor, 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. Contractor 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. Contractor 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. Contractor 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.

Contractor'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

CONTRACTOR:

SOLV Drilling Industrial Services, LLC

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: _____

Two corporate officer signatures required when Contractor 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. CONTRACTOR'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 CONTRACTOR'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 _____, 2025 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 _____, 2025 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. Contractor will perform the Services described in Contractor'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 Contractor without additional charge to the Authority until found satisfactory and accepted by Authority.**

EXHIBIT "A-1"

PROPOSAL

DATE: 4/24/25
ATTN: ESTIMATING
PROJECT: JOHNSON CANYON LANDFILL, 31400 JOHNSON CANYON RD, GONZALES, CA.

WE PROPOSE TO DRILL SHAFTS AS DESCRIBED BELOW, FOR THE SUM OF **\$61,100.00** SUBJECT TO TERMS AND CONDITIONS CONTAINED HEREIN. THIS PRICING IS BASED ON THE EXECUTION OF THIS PROPOSAL AND A MUTUALLY AGREED UPON SCHEDULE.

	ITEM DESCRIPTION	UNIT PRICE	QUANTITY	EXTENSION
LFG WELLS				
1	MOBILIZATION	\$3,500.00	LUMP	\$3,500.00
2	DRILL C/DH	\$48.00	1200 LNFT	\$57,600.00
	TOTAL			\$61,100.00

BID BASED ON 8 - 8 HOUR DAYS DRILLING MAXIMUM. REFUSAL CONSISTS OF NOT BEING ABLE TO DRILL 5 FEET IN A 15 MINUTE PERIOD. THIS IS A ONE TIME ONLY ATTEMPT PER SHAFT. IF THIS IS NOT POSSIBLE THE SHAFT IS TO BE ABANDONED AND SDI TO BE PAID FOR THE TOTAL FOOTAGE DRILLED AND DRILL TEETH USED IN THE ABANDONED SHAFT. DRILLING REFUSAL WILL BE CHARGED AT \$ 50.00 PER FT COST LISTED BELOW.

INCLUDED:

1. ONE MOBILIZATION/DEMOBILIZATION OF EQUIPMENT & CREW.
2. MACHINE DRILL **12 SHAFTS**, 36" DIAM. X 67' TO 110' DEEP.

REMOBILIZATIONS:

1. IF REQUIRED, ADDITIONAL MOBILIZATIONS/ DEMOBILIZATIONS FOR DRILL RIG AND DRILL CREW WILL BE CHARGED AT **\$4,500.00** EACH.

SPECIFIC EXCLUSIONS:

1. FORMING PIERS, PILES OR SHAFTS ABOVE GROUND.
2. TRIMMING, CHIPPING, REMOVAL OR REPAIR OF MATERIAL ABOVE OR BELOW PILE CUTOFF OR CONSTRUCTION JOINT ELEVATION.
3. **THE ATTACHED PROPOSAL IS BASED ON DRILLING WITH STANDARD LANDFILL TOOLING IN SOIL FREE OF ROCK OR OTHER CONDITIONS THAT MIGHT IMPEDE THE "NORMAL" DRILLING PROCESS. DRILLING REQUIRING USE OF DRILLING FLUIDS, CASING OR OTHER SPECIALIZED TOOLS, EQUIPMENT OR PROCEDURES WILL BE CHARGED FOR AT THE DELAY AND OBSTRUCTION RATE OF AN ADDITIONAL \$675.00 PER HOUR. REQUIRED DELAY AND OBSTRUCTION MATERIALS AND/OR RENTAL EQUIPMENT WILL BE CHARGED FOR IN ADDITION TO AND SEPARATELY FROM THE BASE BID PRICE AND THE HOURLY DELAY AND OBSTRUCTION CHARGES.**
4. HANDLING AND/OR REMOVAL OF CONTAMINATED MATERIALS OR SUBSTANCES.
5. COST OR DELAYS ASSOCIATED WITH TESTING OF ANY KIND.
6. SETTLEMENT, VIBRATION, SOUND AND OTHER MONITORING.
7. ALL REQUIRED LICENSES, PERMITS, BONDS, AND INSPECTIONS.
8. ANY COST ESCALATIONS PRIOR TO EACH MOBILIZATION.
9. NIGHTTIME, HOLIDAY WORK IS EXCLUDED.

SPECIFIC CONDITIONS TO BE SUPPLIED BY OTHERS:

1. CONTINUOUS HANDLING, STOCKPILING AND/OR REMOVAL OF SPOILS, CONCRETE WASTE, ETC.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR LOCATING AND IDENTIFYING OVERHEAD (AND UNDERGROUND) POWERLINES. THE GC WILL MARK THE AREA(S) WHERE EQUIPMENT WILL CROSS, PROVIDE SIGNAGE & OTHER VISUAL INDICATORS, AND INSTALL OVERHEAD GOAL POSTS FOR EQUIPMENT CROSSINGS. A WRITTEN SOP ON OVERHEAD POWERLINE CROSSINGS WILL BE PROVIDED BY THE GC TO SDI AND A PREJOB SAFETY MEETING WILL BE HELD PRIOR TO MOBILIZATION TO DISCUSS THE SAFETY PROTOCOL FOR OVERHEAD POWERLINE EQUIPMENT CROSSING.
3. POTABLE WATER TO BE SUPPLIED BY OTHERS FOR DRILLING PURPOSES.
4. GENERAL CONTRACTOR TO PROVIDE AND MAINTAIN SAFE, DRY, ALL-WEATHER, AND REASONABLE ACCESS THAT IS ACCEPTED AND APPROVED BY SDI'S SUPERINTENDENT FOR INGRESS AND EGRESS OF TRACK OR RUBBER MOUNTED DRILL RIG (12' WIDE, 25' LONG, 60' TALL, 5' REACH), CREW MEMBERS, SUBCONTRACTORS AND SUPPLIERS TO SHAFT LOCATIONS INCLUDING SWING RADIUS AND FOR SUPPORT EQUIPMENT INCLUDING BUT NOT LIMITED TO CRANES, MATERIAL TRUCKS, CONCRETE TRUCKS AND PUMPS.
5. ALL FIELD ENGINEERING AND LAYOUT, INCLUDING SHAFT LOCATIONS AND ELEVATIONS, SHALL BE ESTABLISHED PRIOR TO, AND MAINTAINED DURING DRILLING OPERATIONS BY OTHERS.
6. BAKER TANKS, VAC TRUCKS, VAC TRAILERS, CLEANOUTS, DISPOSAL OF SOLIDS/FLUIDS.
7. THE PROPOSAL IS BASED ON CURRENT LABOR, MATERIAL AND EQUIPMENT COST. ANY INCREASES IN COST SHALL BE BY OTHERS.
8. STORM WATER POLLUTION PREVENTION PLANS, LABOR, MATERIALS OR MEASURES.

SOLV Drilling Industrial Services, LLC DBA SDI Services
1143 Blumenfeld Drive, Suite 100, Sacramento, CA 95815

Tel: 916-638-1766

Fax: 916-638-3725

CA#759193, NV#0071120, AZ# 271891, CA DIR#10000496



9. **TRENCH PLATE IF REQUIRED TO BE SUPPLIED BY OTHERS.**
10. CONCRETE, SLURRY AND/OR GROUT WASHOUT, CLEANOUT AND DISPOSALS.
11. USA # TO BE OBTAINED AND KEPT CURRENT BY OTHERS. SDI WILL CALL-IN OWN USA TICKET #.
12. ALL POTHOLING / EXPOSING / RELOCATING OF UNDERGROUND OR OVERHEAD UTILITIES TO BE PROVIDED BY OTHERS.
13. PROTECTION OF ANY AND ALL DAMAGE TO INCLUDE, BUT NOT LIMITED TO, BUILDINGS, UTILITIES, STREETS, ROADS, SIDEWALKS, WALKWAYS, CURBS, GUTTERS, AND ALL CONCRETE, ASPHALT, PAVED AND GRASS SURFACES.
14. ANY JOB CLIENT OR OWNER SPECIFIC TRAINING IS EXCLUDED AND WILL BE CHARGED AT T&M RATES PLUS 20%.
15. PARKING FOR CREW AND SDI'S TRUCKS & TRAILERS TO BE PROVIDED BY OTHERS AT NO COST TO SDI.
16. PROVIDING MAN ENTRY INTO SHAFTS OR ANY EXCAVATIONS AND/OR HAND CLEANING OF SHAFT BOTTOMS IS EXCLUDED.
17. TRAFFIC CONTROL INCLUDING BUT NOT LIMITED TO FLAGMEN, BARRICADES, BARRIERS. PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC. STREET CLOSURE PERMITS OR PERMISSION TO ENCROACH TO BE PROVIDED AND PAID FOR BY OTHERS.
18. GENERAL CONTRACTOR TO PAY FOR ALL SANITARY, TRASH BINS, AND DISPOSALS IN ACCORDANCE WITH OSHA AND THE PROJECT.
19. SDI'S WORK SHALL BE ACCEPTED OR REJECTED BY AN AUTHORIZED CONTRACTOR/OWNER REPRESENTATIVE UPON SDI'S COMPLETION OF THE WORK PRIOR TO SDI DEMOBILIZATION FROM THE JOBSITE. SUBSEQUENT AUTHORIZATION REQUIRED THEREAFTER WILL BE PERFORMED AT AN ADDITIONAL EXPENSE.

GENERAL TERMS & CONDITIONS:

1. **PAYMENT TERMS ARE NET 30 FOR ALL WORK COMPLETED. NO RETAINAGE. PAST DUE INVOICES ARE SUBJECT TO 1.5% PER MONTH FINANCE CHARGE (18% PER YEAR). MATERIAL PURCHASE ORDERS REQUIRE A 40% PAYMENT UPON PURCHASE ORDER PLACEMENT WITH THE REMAINING 60% DUE UPON DELIVERY TO PROJECT SITE. THE APPROXIMATE VALUE OF MATERIAL IS AVAILABLE UPON REQUEST.**
2. **10% OF SUBCONTRACT PRICE TO BE PAID NO LATER THAN NET 10 MOBILIZATION.**
3. **SDI WILL NOT PROVIDE A WARRANTY ON DRILL ONLY PROJECTS.**
4. **THIS BID ASSUMES THAT THE MATERIALS, INCLUDING STEEL COMPONENTS, QUALIFY FOR EXCLUSION FROM ANY APPLICABLE TARIFFS UNDER CURRENT TRADE REGULATIONS. IF STEEL TARIFFS APPLY OR ARE REIMPOSED, CAUSING A MATERIAL COST INCREASE, THE BIDDER RESERVES THE RIGHT TO ADJUST PRICING ACCORDINGLY OR SEEK AN EXEMPTION WHERE APPLICABLE. ANY TARIFF-RELATED COST ADJUSTMENTS WILL BE SUBJECT TO MUTUAL AGREEMENT BETWEEN THE PARTIES.**
5. **SHAFTS NOT COMPLETELY FILLED WITH CONCRETE ARE TO BE COVERED BY OTHERS SO AS TO PROTECT AGAINST ACCIDENT OR INJURY.**
6. **PERFORMANCE OF ALL WORK WILL BE IN A LEVEL "D" WORK ENVIRONMENT. (STANDARD PPE AND CONSTRUCTION ATTIRE). IN THE EVENT THE WORK ENVIRONMENT EXCEEDS LEVEL "D," ALL ADDITIONAL COSTS INCURRED SHALL BE CONSIDERED EXTRA WORK AND WILL BE CHARGED AT T&M RATE PLUS 20%.**
7. **GENERAL CONTRACTOR TO PROVIDE SITE SECURITY. SDI WILL NOT BE LIABLE FOR DAMAGE, VANDALISM OR THEFT OF SDI'S EQUIPMENT CAUSED BY OTHERS.**
8. **THE PERFORMANCE OF THE WORK WILL BE ACCORDING TO A MUTUALLY AGREED UPON SCHEDULE, OF CONTINUOUS UNINTERRUPTED DRILLING, REBAR AND CONCRETE PLACEMENT OPERATIONS, 8 HOUR PER DAY, 40 HOUR WEEK. UNLESS REQUIRED BY SDI, SATURDAY, SUNDAY, HOLIDAY AND/OR NIGHTTIME AND OVERTIME WORK IS EXCLUDED.**
9. **AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE SHALL ENDORSE SDI'S WORK TICKETS, DAILY REPORTS AND/OR FIELD CHANGE ORDERS DAILY. THESE TICKETS SHALL FORM THE BASIS FOR SDI INVOICES. NO BACK CHARGES WILL BE ACCEPTED UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SDI.**
10. **ADDITIONAL COST ASSOCIATED WITH ELECTRONIC BILLING, PORTAL PAYMENTS, OR PAYMENT SERVICES WILL BE BILLED TO THE GENERAL CONTRACTOR. IF SDI IS REQUIRED TO UTILIZE A THIRD-PARTY BILLING COMPANY FOR PROJECT BILLING, A \$500 FEE SHALL BE ASSESSED PLUS ANY ACTUAL COST INCURRED BY SDI AS A RESULT OF USING SUCH THIRD-PARTY SERVICES.**
11. **GENERAL LIABILITY INSURANCE LIMIT OF \$1,000,000.00 EACH OCCURRENCE \$2,000,000.00 GENERAL & PRODUCTS/COMPLETED OPERATIONS AGGREGATE; AUTOMOBILE LIABILITY/WORKER'S COMPENSATION INSURANCE LIMITS OF \$1,000,000.00 ARE INCLUDED. OTHER ENDORSEMENTS SUCH AS WAIVER OF SUBROGATION, PRIMARY & NON-CONTRIBUTORY, ETC. ARE EXCLUDED. ADDITIONAL COSTS OF OTHER ENDORSEMENTS OR ANY PROJECT SPECIFIC INSURANCE REQUIREMENTS IN EXCESS OF SDI POLICY LIMITS AND COVERAGE WILL BE PAID FOR OTHERS. SDI SHALL BE ADDED AS AN ADDITIONAL INSURED TO OWNER'S BUILDERS RISK INSURANCE AND A COPY PROVIDED TO SDI NO LATER THAN 10 DAYS AFTER EXECUTION OF THIS PROPOSAL OR CONTRACT.**
12. **THE COMPANY SHALL PROVIDE A COPY OF THEIR PAYMENT AND/OR PERFORMANCE BONDS WITHIN 10 DAYS OF EXECUTION OF THIS PROPOSAL OR CONTRACT.**
13. **SDI ASSUMES NO RESPONSIBILITY FOR DAMAGE TO UNDERGROUND UTILITIES. GENERAL CONTRACTOR TO LOCATE AND REMOVE OR REROUTE UNDERGROUND UTILITIES SO AS NOT TO INTERFERE WITH DRILLING OPERATIONS. DELAYS RESULTING THEREFROM WILL BE CHARGED FOR AT THE DELAY AND OBSTRUCTION RATE STATED ON PAGE ONE OF THIS PROPOSAL.**
14. **SDI SHALL NOT BE REQUIRED TO REMOVE, TRANSPORT OR DISPOSE OF HAZARDOUS SUBSTANCES OR CONTAMINATED MATERIALS (AS DESIGNATED BY ANY GOVERNMENT AGENCY). BEFORE SDI'S WORK BEGINS, PRIME CONTRACTOR SHALL DISCLOSE IN WRITING ALL INFORMATION IT HAS AND CAN OBTAIN FROM OWNER REGARDING HAZARDOUS AND CONTAMINATED MATERIALS AT THE PROJECT SITE. PRIME CONTRACTOR SHALL ARRANGE FOR ALL TESTS, INSPECTIONS, AND NOTICES REQUIRED BY LAW. THE ENCOUNTERING OF ANY HAZARDOUS SUBSTANCE OR CONTAMINATED MATERIAL THAT AFFECTS SDI'S WORK SHALL CONSTITUTE A DIFFERING SITE CONDITION FOR WHICH SDI SHALL BE ENTITLED TO EQUITABLE PRICE AND SCHEDULE ADJUSTMENTS. IF SUCH A CONDITION IS DISCOVERED, SDI SHALL BE ENTITLED TO STOP ALL AFFECTED WORK AND SHALL HAVE NO OBLIGATION TO PERFORM INVESTIGATION OR REMEDIAL WORK. THE PRIME CONTRACTOR SHALL IMMEDIATELY ARRANGE FOR INVESTIGATION OF THE CONDITION AND GIVE PROMPT NOTICE AS TO HOW IT WILL BE HANDLED. IF THE PRIME CONTRACTOR CERTIFIES THAT THE CONDITION IS ALLEVIATED AND DIRECTS SDI TO PROCEED, SDI MAY REQUIRE THE PRIME CONTRACTOR TO PROVIDE INSURANCE WITH MUTUALLY AGREED POLICY LIMITS TO COVER ANY PERSONNEL, HEALTH RISKS AND REMEDIATION LIABILITIES TO WHICH SDI MAY THEREBY BE EXPOSED. PRIME CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND SDI AND ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS OF ANY TIER, SUPPLIERS, AND CONSULTANTS FROM AND AGAINST ANY LIABILITY, CLAIM, LOSS, OR EXPENSE (INCLUDING LEGAL AND EXPERT**

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- EXPENSES) ARISING OUT OF THE EXISTENCE, ENCOUNTERING, HANDLING, DISPOSAL, RELEASE, OR REMEDIATION OF ANY HAZARDOUS SUBSTANCE OR CONTAMINATED MATERIAL OTHER THAN MATERIALS BROUGHT TO THE SITE BY SDI.
15. IF CONDITIONS ARE ENCOUNTERED AT THE SITE WHICH ARE: (1) SUBSURFACE OR OTHERWISE CONCEALED PHYSICAL CONDITIONS WHICH DIFFER MATERIALLY FROM THE CONTRACT DOCUMENTS OR SOILS DATA PROVIDED TO SDI, OR (2) UNKNOWN PHYSICAL CONDITIONS OF AN UNUSUAL NATURE WHICH DIFFER MATERIALLY FROM THOSE ORDINARILY FOUND TO EXIST & GENERALLY RECOGNIZED AS INHERENT IN THE CONSTRUCTION ACTIVITIES OF THE CHARACTER PROVIDED FOR IN THIS PROPOSAL, THEN SDI SHALL BE ENTITLED TO THE ACTUAL COST AND TIME INCURRED BY SDI. SDI ASSUMES NO RESPONSIBILITY FOR DAMAGE TO EXISTING IMPROVEMENTS OR STRUCTURES ABOVE OR BELOW GRADE, INCLUDING BUT NOT LIMITED TO, ALL PILE TYPES, TEMPORARY SHORING, PERMANENT SHORING AND UNDERPINNING.
 16. NO LIQUIDATED DAMAGES, CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES SHALL BE ASSESSED AGAINST SDI.
 17. IF THROUGH NO FAULT OF SDI, SDI IS UNABLE TO COMPLETE THE WORK AS DESCRIBED, SDI MAY TERMINATE THIS AGREEMENT BY WRITTEN NOTICE AND SHALL BE PAID FOR THE ACTUAL COST OF COMPLETED WORK PLUS THE UNRECOVERABLE COSTS OF MATERIALS PLUS 15% OVERHEAD AND PROFIT.
 18. ANY DISPUTE ARISING OUT OF SDI'S SCOPE OF WORK OR UNDER THIS CONTRACT SHALL BE RESOLVED FIRST BY AN INFORMAL MEETING BETWEEN SENIOR EXECUTIVES. IF, AFTER 10 DAYS, THE DISPUTE HAS NOT BEEN RESOLVED, THEN THE MATTER SHALL PROCEED TO MEDIATION.
 19. IN THE EVENT THAT SDI IS PREVENTED OR DELAYED FROM PERFORMING OR IS UNABLE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY ACT OF GOD, ACTS OR DECREES OF GOVERNMENT, FIRE, CASUALTY, FLOOD, EARTHQUAKE, STRIKE LOCKOUT, LABOR SHORTAGE, EPIDEMIC, PANDEMIC, INTERRUPTIONS IN THE SUPPLY CHAIN, UNUSUAL DELAYS IN DELIVERIES, OR ANY OTHER EVENT OR CIRCUMSTANCE BEYOND THE REASONABLE CONTROL OF THE PARTY AFFECTED, EVENT OR CHANGE IN LAW CAUSING CONSTRUCTION TO BE IMPRACTICAL OR IMPOSSIBLE, (COLLECTIVELY A "FORCE MAJEURE INCLUDING ACTIONS OF GOVERNMENT IN DIRECT RESPONSE TO FORCE MAJEURE EVENTS, THEN SDI SHALL GIVE PROMPT WRITTEN NOTICE TO THE OTHER PARTY, AND ITS PERFORMANCE SHALL BE EXCUSED, AND THE CONTRACT TIME AND CONTRACT COST PLUS 15% OVERHEAD AND PROFIT SHALL BE EXTENDED TO REFLECT SUBCONTRACTOR'S ACTUAL TIME AND COST IMPACT OF THE DELAY, INCLUDING BUT NOT LIMITED TO RE-MOBILIZATION, THE COSTS OF MATERIAL, RENTAL EQUIPMENT, AND LABOR, AND SHALL BE REFLECTED IN A MUTUALLY AGREEABLE SCHEDULE AND CHANGE ORDER BEFORE THE RESUMPTION OF SUBCONTRACTOR'S PERFORMANCE. IF THE FORCE MAJEURE EVENT IS FOR AN UNINTERRUPTED PERIOD IN EXCESS OF 5 DAYS, THEN SDI SHALL HAVE THE OPTION, AT ITS SOLE DISCRETION, TO BE EXCUSED FROM PERFORMANCE UNDER THIS AGREEMENT.
 20. THE PREVAILING PARTY IN ANY LEGAL DISPUTE SHALL BE ENTITLED TO ACTUAL ATTORNEY FEES PLUS COURT COSTS AND REASONABLE COSTS OF LITIGATION.
 19. CONTRACTOR COVID REQUIREMENTS SHALL BE ADDRESSED ON A PROJECT BY PROJECT BASIS.
 20. ALL COST ASSOCIATED WITH CONTRACTOR PROJECT SPECIFIC REQUIREMENTS SHALL BE A PASS THROUGH BY SUBCONTRACTOR AND THE SOLE RESPONSIBILITY OF CONTRACTOR.
 21. SDI SHALL RECEIVE WRITTEN NOTICE TO PROCEED AFTER THIS PROPOSAL IS SIGNED OR THE AGREEMENT IS EXECUTED AND 30 DAYS PRIOR TO MOBILIZATION TO JOBSITE.
 22. THIS PROPOSAL IS VALID FOR THIRTY DAYS FROM DATE SUBMITTED UNLESS EXTENDED IN WRITING BY SDI.
 23. THIS PROPOSAL SHALL BE ATTACHED TO, AND INCORPORATED INTO ANY CONTRACT AND SHALL TAKE PRECEDENCE AND GOVERN OVER ANY CONFLICTING, INCONSISTENT, OR AMBIGUOUS PROVISIONS IN ANY OTHER CONTRACT.
 24. YOUR SIGNATURE BELOW CREATES A VALID AND BINDING CONTRACT ENFORCEABLE BY THE LAWS OF THE STATE OF CALIFORNIA.

SUBMITTED BY:

**SACRAMENTO DRILLING, INC.
DBA SOLV DRILLING INDUSTRIAL SERVICES, LLC**

BY: JON FERLA

TITLE: PROJECT MANAGER/ESTIMATOR

ACKNOWLEDGED AND ACCEPTED:

COMPANY _____

BY: _____

TITLE _____

DATE _____

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Section 1.5 – Stricken Section as not applicable.

Section 2.2 – Stricken wording on the 4th line: "use its best efforts to."

Change SDI will need to be paid within 45 day to within 30" days.

Stricken the wording on the 6th line: "however, Contractor acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will not occur within this lime period."

Section 2.3 – Stricken the wording on the 8th line: "Contractor 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 Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor."

Section 5.2 – Stricken Section as not applicable.

Section 5.3 – Stricken the wording on the 3rd line: "whether" and "or threatened" and on the 5th line "or in connection with."

Changed the 11th line to read: ... a result of Authority's sole or active negligence ...
"

Section 6.4 - Stricken the sentence: "Moreover, Contractor with respect to any documents and materials that may qualify as "work 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."

Section 7.4 – Stricken Section as not applicable.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Contractor shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "A-1 thru A-4".**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit "A-1 thru A-4" and Section 3.4 of this agreement.**



Report to the Board of Directors

ITEM NO. 5

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

S. Chaffin by E.T.

Authority General Counsel

Date: June 26, 2025

From: Mandy Brooks, Resource Recovery Manager

Title: A Resolution Approving the Professional Services Agreement with Blue Strike Environmental for SB 1383 Quarterly Organics Waste Sampling Services in an Amount of \$35,000

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

The agreement with Blue Strike Environmental (BSE) will provide services necessary to meet the SB 1383 requirements of quarterly organic waste streams sampling and measuring at the Jolon Rd Transfer Station and Johnson Canyon Landfill.

STRATEGIC PLAN RELATIONSHIP

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

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

FISCAL IMPACT

The Authority annually contracts with BSE for Special Event Recycling Services and administration of the Countywide Edible Food Recovery Programs and Grant. While these two contracts both total less than \$50,000, payments to the vendor will exceed \$50,000 for the fiscal year requiring Board approval of this agreement.

The approved FY 25-26 budget includes funding for this agreement (106-Resource Recovery). The initial term of the agreement will be for one (1) year with three (3) optional one (1) year extensions to continue completing the required quarterly sampling work.

DISCUSSION & ANALYSIS

At the May 16, 2024, Board of Director's meeting, the Board approved Amendment No. 3 to the agreement (Res. No. 2024-38) with BSE for quarterly organics sampling services, initiating the third and final one-year extension. This agreement terminates on June 30, 2025. BSE successfully completed this year's quarterly organics waste sampling work on time and within budget. As such, staff wishes to initiate a new agreement.

Since 2022, BSE has conducted the quarterly organics sampling work which is a requirement of SB 1383. Ten (10) consecutive days of sampling are required of multiple

organic waste streams, a minimum of 200 lbs. per sample, at each Authority facility: Jolon Rd Transfer Station and Johnson Canyon Landfill.

The quarterly sampling results are reported to CalRecycle via the online Recycling & Disposal Reporting System (RDRD) for each facility and provided to the Health's Department's Local Enforcement Agency (LEA) upon request.

BACKGROUND

SB 1383 requires quarterly measurements of organic waste streams and organics going to landfill at all Transfer and Processing Facilities and Operations in the state.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Professional Services Agreement

RESOLUTION NO. 2025 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH BLUE STRIKE ENVIRONMENTAL, INC., FOR SB 1383 QUARTERLY ORGANICS WASTE SAMPLING SERVICES FOR AN AMOUNT OF \$35,000

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

WHEREAS, the Authority's current agreement with Blue Strike Environmental, Inc., will terminate on June 30, 2025; and,

WHEREAS, Blue Strike Environmental, Inc., has the expertise required to conduct the organics waste sampling and sorting work; and,

WHEREAS, the Authority wishes to enter into a new professional services agreement with Blue Strike Environmental, Inc. The initial term of the agreement will be for one (1) year with three (3) optional one (1) year extensions.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute the Professional Services Agreement with Blue Strike Environmental, Inc., for SB 1383 Quarterly Organics Waste Sampling Services, as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 26th day of June 2025, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

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, INC.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 26th day of June 2025 (“Effective Date”) by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority (“Authority”) and Blue Strike Environmental, 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 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 Thirty Five Thousand Dollars (\$35,000) (“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 Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant’s Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant’s first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the Authority with its first invoice following the effective date of the rate change.

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

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

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

2.4 Contingency of Funds.

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

3. PERFORMANCE SCHEDULE

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

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

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

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2026, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to three (3) additional one (1) year(s) extensions at the option of the Authority if the Authority is satisfied with the quality of services performed by Consultant under this Agreement.

4. COORDINATION OF WORK

4.1 Representative of Consultant. 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 of 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

Authority General Counsel

CONSULTANT:

**BLUE STRIKE ENVIRONMENTAL,
INC.**

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 _____, 2025 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 _____, 2025 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”



FY 25/26 Johnson Canyon Landfill and Jolon Road Transfer Station Waste Audit

Background:

Since June 2022, Blue Strike Environmental has worked on behalf of Salinas Valley Recycles to provide Transfer Station Waste Audit services on a quarterly basis. Following the first Waste Audit performed June 2022, Blue Strike adjusted the proposed project approach in line with findings from the first audit and in coordination and agreement with the Authority. As of Q4 2022, the scope of work for each audit was reduced from three audit locations (Sun Street, Johnson Canyon and Jolan Road) to two locations (Johnson Canyon and Jolan Road).

Scope of Work:

In line with this approach, Blue Strike will continue to provide quarterly audit services in line with these previous agreements and as updated below to reflect current mileage and billing rates.

- Blue Strike Environmental will provide an audit of Johnson Canyon Landfill and Jolon Road Transfer Station on a quarterly basis, as outlined within the Schedule of Performance
 - Audit 200 pounds per stream as needed per day for 10 consecutive days:
 - Johnson Canyon Landfill
 - Audit de-packager contamination, and green waste organics contamination a maximum of once per day.
 - Jolon Road
 - Audit yard waste, cardboard, mixed C&D, wood, and paper a maximum of once per day.
 - Audit Landfill once in the 10 day period.
 - Remove contaminants from the stream to be weighed and the percentage calculated, as defined by the contamination list below.
 - Take pictures of each stream and the contaminants weighed to be submitted in the report findings.
 - Create a report of findings to be provided to Salinas Valley Recycles.
 - Travel costs to be billed at state reimbursement rate (70 cents per mile as of January 2025)



- Audit Billing Rate at \$118 per hour.
- Project Management & Reporting Billing Rate at \$145 per hour.

Contamination List

Site	Stream	Contaminants to be Weighed
Johnson Canyon	Depackager (packaging only)	Organic material (food, cardboard)
	Atlas Organics (Non-organic material pulled from compost; includes tools, wiring, gloves, pots, other trash)	Organic material (food, cardboard, branches, leaves, etc) Does NOT include: loose soil from Atlas wind sifter, raw meat
Jolon Road Transfer Station	Source Separated Greenwaste (food scraps, landscaping, branches, leaves, etc)	<ul style="list-style-type: none"> • Non-organic material (bottles, wrappers, gloves, equipment, plastic bags, other trash) • Pressure-treated or painted wood
	Source Separated Wood Waste (clean lumber and pallets, non-treated wood only)	<ul style="list-style-type: none"> • Pressure-treated or painted wood • Non-wood organic materials (food, cardboard, branches, leaves, etc) • Non-organic materials (drywall, roofing materials, bottles, plastic bags, gloves, wrappers, other trash)
	Construction and Demolition (drywall, wood, sheet rock, cardboard, roofing material, asphalt shingles, tar paper)	<ul style="list-style-type: none"> • Non-organic non-construction materials (bottles, plastic bags, gloves, wrappers, other trash) • Organic Materials (food, branches, leaves, etc) Does NOT include: small amounts of cardboard
	Paper (junk mail, newspaper, computer paper, magazines, etc)	<ul style="list-style-type: none"> • Non-organic materials (plastic bags, wrappers, bottles, other plastic and trash) • Non-paper organic materials (cardboard, food, leaves, branches, etc)
	Cardboard (shipping boxes, cereal boxes, shoe boxes, etc)	<ul style="list-style-type: none"> • Non-organic materials (plastic bags, wrappers, bottles, other plastic and trash) • Non-cardboard organic materials (food, leaves, branches, etc)
	Trash (diapers, paper towels, plastic bags and other plastic, etc)	Organic materials (cardboard, food, branches, leaves, etc) Does NOT include: raw meat



EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Not applicable.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

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

EXHIBIT “C-1”

Fee Schedule

Estimated Quarterly Costs for Q3 2025 and onward.

Daily Rate	
Cost per hour	\$118
Total hours	60
Sampling Subtotal	\$7,080
Travel Costs	
Miles per day	133.2 miles
Cost per mile	\$0.70
Total miles	1,332
Travel Subtotal	\$932.40
Administrative Cost	
Cost per hour	145
Total hours	5
Admin Subtotal	\$725
Total Quarterly Program Cost	\$8,737.40



EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

II. Consultant shall perform all Services timely in accordance with the following schedule:

	DAYS TO PERFORM	DEADLINE DATE
A. Task A	Starting June 27 and every quarter (3-month period), 10 Consecutive Days of Sampling at the Transfer Stations & Landfill	June 30, 2026

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




	WORK PRODUCT	DATE DUE
A.	Report of Results of Sampling at the Transfer Stations and Landfill	June 30, 2026

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

Estimated Quarterly Costs for Q3 2025 and onward.

Daily Rate	
Cost per hour	\$118
Total hours	60
Sampling Subtotal	\$7,080
Travel Costs	
Miles per day	133.2 miles
Cost per mile	\$0.70
Total miles	1,332
Travel Subtotal	\$932.40
Administrative Cost	
Cost per hour	145
Total hours	5
Admin Subtotal	\$725
Total Quarterly Program Cost	\$8,737.40



 <p>Report to the Board of Directors</p>	ITEM NO. 6
	 <hr/> Finance and Administration Manager/Controller-Treasurer
	 <hr/> General Manager/CAO

Date: June 26, 2025

From: C. Ray Hendricks, Finance and Administration Manager

Title: A Resolution of the Salinas Valley Solid Waste Authority Approving the Adjusted Grants and Capital Improvement Projects Budget for Fiscal Year 2024-25

S. Chaffin by E.T.
 Authority General Counsel

RECOMMENDATION

Staff recommends that the Board approves this item.

STRATEGIC PLAN RELATIONSHIP

The recommended action is routine in nature.

FISCAL IMPACT

This Capital Improvement Project in the amount of \$260,000 was approved to be funded from FY 24/25 operating fund balance, pending approval of the Monterey Bay Air Resources District's Grant. The Monterey Bay Air Resources District approved \$144,364 for this project, which is scheduled to be approved by separate letter later in this agenda. The amount funded by the Authority can be reduced from \$260,000 to \$115,636 and will increase the budgeted fund balance from \$95,280 to \$209,664.

DISCUSSION & ANALYSIS

On March 20, 2025, the Board approved a Resolution which included Approving a Supplemental Appropriation to the Fiscal Year 2024-25 Capital Improvement Project Budget in the Amount of \$260,000 for Electric Charging Stations at the Administration Office. The Monterey Bay Air Resources District approved \$144,364 for this project, which allows the Authority to reduce their contribution from \$260,000 to \$115,636. The Budget Adjustment is necessary in order to track the Grant and Authority funding portions separately.

BACKGROUND

Staff has been exploring funding options for an electric charging station since 2023. As part of the grant process, the Monterey Bay Air Resources District requested that the contract with Aragon Electrical Services, Inc, be approved pending a grant agreement. The Board approved the contract and an initial budget of \$260,000, while the final agreement was finalized and brought back to the Board for approval.

ATTACHMENT(S)

1. Resolution
2. FY 2024-25 Budget for Grants and Capital Improvement Projects.

RESOLUTION NO. 2025 –

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING THE ADJUSTED GRANTS AND CAPITAL IMPROVEMENT PROJECTS BUDGET FOR
FISCAL YEAR 2024-25**

WHEREAS, the Grants and Capital Improvements Project Budget for Fiscal Year 2024-25 was approved on September 19, 2024; and,

WHEREAS, on March 20, 2025 a budget adjustment in the amount of \$260,000 was approved for Electric Charging Stations at the Administration Office; and,

WHEREAS, the Monterey Bay Air Resources District has approved a grant in the amount of \$144,364 to help fund this project; and,

WHEREAS, the amount funded by the Authority can be reduced from \$260,000 to \$115,636.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the Adjusted Grants and Capital Improvements Project Budget for Fiscal Year 2024-25, attached hereto and marked "Exhibit A" is hereby approved effective June 26, 2025; 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 26th day of June 2025, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Authority General Counsel

Exhibit A

Salinas Valley Solid Waste Authority FY 2024-25 Budget for Post Closure, Grants and Capital Improvement Budgets

	<u>CURRENT BUDGET</u>	<u>BUDGET ADJUSTMENT</u>	<u>ADJUSTED BUDGET</u>
<u>Fund 131 - Crazy Horse Post-Closure Fund</u>			
131 9316 CH Corrective Action Program	250,000.00	-	250,000.00
131 9321 CH Postclosure Maintenance	953,549.38	-	953,549.38
Total Fund 131 - Crazy Horse Post-Closure Fund	<u>1,203,549.38</u>	<u>-</u>	<u>1,203,549.38</u>
<u>Fund 141 - Lewis Road Post-Closure Fund</u>			
141 9403 LR Postclosure Maintenance	444,622.86	-	444,622.86
Total Fund 141 - Lewis Road Post-Closure Fund	<u>444,622.86</u>	<u>-</u>	<u>444,622.86</u>
<u>Fund 161 - Jolon Road Post-Closure Fund</u>			
161 9604 JR Postclosure Maintenance	366,026.92	-	366,026.92
Total Fund 161 - Jolon Road Post-Closure Fund	<u>366,026.92</u>	<u>-</u>	<u>366,026.92</u>
<u>Fund 211 - Grants</u>			
211 9217 Micro Grants for Mattress Collection Facilities	10,623.59	-	10,623.59
211 9231 Tire Amnesty 2023-24	45,999.65	-	45,999.65
211 9232 SB1383 Local Assistance Grant Program 2022-23	676,403.62	-	676,403.62
211 9233 Monterey Bay Area Resources District Grant	20,000.00	-	20,000.00
211 9262 CalRecycle - Household Hazardous Waste Grant	60,029.96	-	60,029.96
211 9263 Cal Recycle - 2022-23 CCPP	6,767.19	-	6,767.19
211 9264 Cal Recycle - 2023-24 CCPP	22,262.00	-	22,262.00
211 9265 Cal Recycle - 2024-25 CCPP	22,549.00	-	22,549.00
Total Fund 211 - Grants	<u>864,635.01</u>	<u>-</u>	<u>864,635.01</u>
<u>Fund 800 - Capital Improvement Projects Fund</u>			
800 9025 Admin Office - Electric Vehicle Charging Stations	260,000.00	(144,364.00)	115,636.00
800 9101 Equipment Replacement	2,554,275.06	-	2,554,275.06
800 9105 Concrete Grinding	80,614.12	-	80,614.12
800 9109 Organics Infrastructure Upgrades	2,500,000.00	-	2,500,000.00
800 9214 Organics Program Equipment Replacement	735,733.33	-	735,733.33
800 9322 North County Transfer Station	265,235.94	-	265,235.94
800 9501 JC LFG System Improvements	415,244.85	-	415,244.85
800 9505 JC Partial Closure	126,129.30	-	126,129.30
800 9506 JC Litter Control Barrier	130,624.90	-	130,624.90
800 9507 JC Corrective Action	250,000.00	-	250,000.00
800 9521 JC Entrance Facility	177,622.14	-	177,622.14
800 9527 JC Module Engineering and Construction	4,088,756.17	-	4,088,756.17
800 9528 Roadway Improvements	1,514,318.36	-	1,514,318.36
800 9601 JR Transfer Station Improvements	277,869.29	-	277,869.29
Total Fund 800 - Capital Improvement Projects Fund	<u>13,376,423.46</u>	<u>(144,364.00)</u>	<u>13,232,059.46</u>
Total CIP Expenditures	<u>16,255,257.63</u>	<u>(144,364.00)</u>	<u>16,110,893.63</u>



Report to the Board of Directors

ITEM NO. 7

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

S. Chaffin by E.T.

Authority General Counsel

Date: June 26, 2025

From: Elia Zavala, Contracts & Grants Analyst

Title: A Resolution Accepting a Grant Award from the Monterey Bay Air Resources District's AB 617 Community Air Protection Program Grant for Electric Vehicle Charging Stations and Approving a Supplemental Appropriation in the amount of \$144,364

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action supports the Authority's Mission, Vision and Values highlighting innovation, fiscal prudence, community partnerships, and environmentally sound and cost-effective practices.

FISCAL IMPACT

On June 13, 2025, the Authority received the notice of award and grant agreement from the Monterey Bay Air Resources District's (MBARD) AB 617 Community Air Protection Program Grant. This grant is funded on a reimbursement basis for work completed and will fund up to 70% of eligible project costs, or \$144,364.00, whichever is less. The Authority has sufficient funds allocated to cover the non-grant funded costs of the project, estimated to be \$93,798.00.

At the March 20, 2025, Board meeting, the Board awarded the project to Aragon Electrical Services, Inc. for the Design and Construction Services of Electric Vehicle Charging Stations for an Amount of \$238,162 (Reso. No. 2025-18). At that time, the total grant funding award was unknown, however, the contract required approval by the Board prior to MBARD preparing the grant agreement.

The FY 2024-25 Budget was adopted in advance of receiving this grant award notification. Therefore, the budget needs to be amended to include the revenue and its associated expenditures which is planned to be used as follows:

Grant Budget Items	Total Project Cost	Grant Eligible Project Cost	Grant Funds (70% of Eligible Cost)	Authority Budget
Site Assessment, Design, and Engineering	6,500	6,500	4,550	1,950
Permitting	7,142	7,142	4,999	2,143

Equipment	162,380	141,809	99,266	63,114
Installation	62,140	50,784	35,549	26,591
Total	238,162	206,235	144,364	93,798

DISCUSSION & ANALYSIS

Grant funding will be used to install six (6) level 2 dual port Electric Vehicle (EV) charging stations at 126 Sun Street, Salinas. These stations will be accessible to the Authority's fleet, other tenants of the Authority-owned office building, and the general public during business hours, providing convenient and reliable charging options for current and future EV owners.

The project aims to address the growing demand for EV infrastructure, reduce greenhouse gas emissions, support local and regional clean energy initiatives, and facilitate conversion of the administrative fleet to all electric vehicles as replacements occur. The Authority currently has one full electric vehicle and one plug-in hybrid in the administrative fleet, along with several employees owning full electric or plug-in hybrid vehicles.

Aragon Electrical Services, Inc will obtain all necessary permits and provide all labor, services, tools, machinery, equipment, and materials necessary to complete construction of the project.

BACKGROUND

In 2023, the Authority explored several options for EV charging grants through 3CE and PG&E. While these explorations did not come to fruition, the process did yield a feasibility study and a conceptual layout and design. On August 1, 2024, the Authority submitted a grant application to MBARD for funding to support the installation of public electric vehicle charging stations at 126 Sun Street. The application included six or more EV charging stations.

On October 16, 2024, MBARD Board of Directors approved moving the grant project application to the Community Air Protection program for grant funding evaluation and determination based on the selected bid. On November 22, 2024, a Request for Bids for the installation of six (6) level 2 dual port Electric Vehicle (EV) charging stations at 126 Sun Street, Salinas was released, and bids were due December 17. However, no bids were received at that time. A second Request for Bids was released on January 24, 2025, and on March 20, 2025, the Authority's Board of Directors awarded the Contract to Aragon Electrical Services, Inc. for the Design and Construction Services of Electric Vehicle Charging Stations.

ATTACHMENTS

1. Resolution
2. Exhibit A – CAPP Grant Agreement No. CAP-33

RESOLUTION NO. 2025 –

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
ACCEPTING A GRANT AWARD FROM THE MONTEREY BAY AIR RESOURCES DISTRICT'S AB 617
COMMUNITY AIR PROTECTION PROGRAM GRANT FOR ELECTRIC VEHICLE CHARGING
STATIONS AND APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$144,364**

WHEREAS, on March 21, 2024, the Board of Directors of the Salinas Valley Solid Waste Authority (Authority) approved the Fiscal Year 2024-25 Operating Budget; and,

WHEREAS, Monterey Bay Air Resources District issued the notice of award for the AB 617 Community Air Protection Program Grant for Electric Vehicle Charging Stations after the approval of the Authority's Fiscal Year 2024-25 Budget; and,

WHEREAS, the grant is funded on a reimbursement basis for work completed and will fund up to 70% of eligible project costs, or \$144,364.00, whichever is less.

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

BE IT FURTHER RESOLVED, that a Supplemental Appropriation of \$144,364 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 26th day of June 2025, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Sliva, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



**AB 617 Community Air Protection Program
Grant Agreement**
Between the
Monterey Bay Air Resources District
and
Salinas Valley Solid Waste Authority

1) Project Description

The Monterey Bay Air Resources District (MBARD) hereby agrees to reimburse the Salinas Valley Solid Waste Authority (Grantee) for eligible costs to implement the **Salinas Valley Solid Waste Authority Charging Station Project** (hereinafter, “Project”) as approved by MBARD, in an amount not to exceed **70%** of eligible project costs, or **\$144,364.00**, whichever is less, in AB 617 Community Air Protection Program (CAPP) funds. CAPP is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. This Agreement will be implemented using the 2017 Carl Moyer Program (CMP) Guidelines, MBARD’s 2024 California Air Resources Boards (CARB) Grant Programs Policies and Procedures Manual, 2024 Community Air Protection Incentive Program Guidelines, and supplemental guidelines approved by CARB.

Definitions:

- A. **Annual Use:** Actual annual energy throughput or output measured in kilowatt-hour (kWh) and specified in this Agreement.
- B. **Annual Use Report:** Documents Annual Use of Grant-Funded Equipment during the Project Life.
- C. **Baseline Equipment:** Existing equipment to be upgraded.
- D. **Agreement:** This document between Grantee and MBARD, including attachments and amendments, specifying all rights and obligations of the parties.
- E. **Effective Date:** Date this Agreement is signed by both parties.
- F. **Grant-Funded Equipment:** Any equipment to be purchased and reimbursed under this Agreement.
- G. **Payback Formula:** Calculates the Payback Amount (the portion of awarded grant funds to be returned to MBARD).

$$\text{Payback Amount} = \$144,364.00 \times \left(1 - \left(\frac{\text{Actual Total Energy Dispensed (kWh)}}{\text{Monthly Energy Dispensed (kWh): } 287 \times 12 \times \text{Years of Project Life: } 3}\right)\right)$$

Actual Total Energy Dispensed (kWh): Total energy dispensed during Project Life until the end of Project Life or Termination of agreement.

Monthly Energy Dispensed (kWh): Estimated Energy Dispensed Monthly per this Agreement, Part 3.S.1.

- H. Pre-inspection: An inspection of site and verification of application information to ensure project viability.
- I. Post-Inspection: An inspection of this Grant-Funded Equipment finding that the Project is completed, operational, and consistent with this Agreement.
- J. Project: An activity or action(s) associated with Grantee's performance that is grant-funded.
- K. Completion Phase: Begins on the Effective Date and ends after 180 days or on the date of the Post-Inspection, whichever occurs first.
- L. Implementation Phase/Project Life: Begins on the date of the Post-Inspection that certifies fully operational charging stations. The project life ends after **three (3)** years.
- M. Term: Includes the Completion Phase and the Implementation Phase. The Agreement expires at the end of the Term.

2) General Agreements

- A. CARB is an intended third-party beneficiary of this Agreement and has the right to enforce the terms of the Agreement at any time during the Term to ensure emission reductions are obtained.
- B. This Agreement shall be signed and fully executed by all parties prior to Grantee placing any orders, making any payments, or incurring any reimbursable expenses; except, at the sole discretion of MBARD, fees incurred pre-agreement execution (i.e., permits, design, engineering, site preparation), license fees, environmental fees, commissioning fees (safety testing), and onsite required safety equipment. Dealers ordering a piece of equipment before the Effective Date assume all financial risk and are in no way ensured the availability of program funds to cover the equipment costs. Grantee shall not order or make a payment on equipment prior to the date of contract execution. Grantee assumes all financial risk and is in no way ensured the availability of program funds to cover equipment costs or work completed prior to contract execution.
- C. Funded projects shall comply with CARB's CAPP and supplemental guidelines approved by CARB for the full Term. Grantee shall meet the following conditions:
 - 1. Certify that Grantee's equipment complies with all applicable federal, state, and local air quality rules and regulations at the time both parties sign this Agreement.
 - 2. Maintain compliance with all applicable federal, state, local air quality rules and regulations including environmental laws, and state building, environmental and fire codes for the full Term.
- D. All projects funded by MBARD must conform to the Equal Employment Opportunity Guidelines adopted by MBARD. Failure to follow these guidelines may result in termination of the Agreement at discretion of MBARD. Current guidelines are available upon request.
- E. Financing may be obtained by Grantee to assist in the purchase of Grant-Funded Equipment. Documentation of financing must be provided to MBARD. All funding sources that have been applied for or received for a project must be disclosed, including any sources that become available after the contract execution. Co-

funded projects must meet all criteria associated with each funding source used to fund the project. Grantees from non-public entities must provide at least 15% of the CAPP eligible cost from non-public sources. The total sum awarded to the Grantee for this Project from all sources, including but not limited to MBARD and non-MBARD grant awards, cannot exceed total project costs. **Grantee's signature on this Agreement certifies that the Grantee has not and shall not, under penalty of perjury, submit another application or sign another agreement or contract with any other source of funds for the same Grant-Funded Equipment in this Agreement without first both the written disclosure to, and written approval from, MBARD.**

- F. Grantee shall place or allow MBARD to place a logo on a prominent location of the Grant-Funded Equipment. The logo design, style, color, and placement are the exclusive property of MBARD.
- G. Throughout the Term, project emission reductions must not be used to generate credits or compliance extension, including under any federal or state emission averaging banking and trading program, and must be excluded when determining regulatory compliance.
- H. Grant-Funded Equipment shall be ordered, delivered, and installed during the Completion Phase; and operated and maintained for the duration of the Implementation Phase.
- I. The Completion Phase ends on the date of Post-Inspection or 180 days after the Effective Date, whichever occurs first, and may be extended only upon written request by Grantee and approval by MBARD at its sole discretion. The Extension Request Form (see Attachment D), which documents the delay was not caused by action or inaction of Grantee, must be submitted to MBARD no later than 15 days prior to the expiration of the Completion Phase.
- J. Unless the Term is extended, any obligation to reimburse any costs incurred by Grantee under this Agreement shall lapse and become void on the date the Completion Phase ends.
- K. If Grantee is found to be non-compliant with these Agreement requirements, MBARD and/or CARB may cancel the Agreement, withhold payment, or demand that Grantee reimburse to MBARD all or a portion of the grant amount, based on the payback formula defined herein, or may seek relief by any remedies available under law. MBARD may consider unforeseen circumstances beyond Grantee's control in determining repercussions for non-compliance. Failure to meet any Agreement obligation may disqualify Grantee from future grant funding.
- L. Low Carbon Fuel Standard (LCFS) credit generation associated with eligible activities is not prohibited by the Carl Moyer program statute.

3) Grantee Responsibilities

Grantee Shall:

- A. Agree MBARD, CARB, or their designee(s) at any time during the term of this Agreement may:

1. Conduct a fiscal audit of the project.
 2. Inspect the Grant-Funded Equipment and associated records, for which the Grantee will receive prior notice of at least three (3) calendar days by email or phone to the Grantee's email or phone number specified in Part 11 of this Agreement. Inspections will only occur within Monday-Friday 8 am to 5 pm during the Project's Completion Phase and Implementation Phase. The Grantee shall have a representative available for any inspection.
 3. Enforce this Agreement's terms.
- B. Operate Grant-Funded Equipment in California. The Project must be permanently installed and located in California.
 - C. Demonstrate to MBARD that Grantee can obtain all required land use permits from agencies needed to install and operate the station.
 - D. Demonstrate that they either own the land on which the Project will be located, or control it through a long-term lease, easement, or other legal arrangement, for the duration of the Project life. For a proposed Project where the land is not owned by Grantee, an executed lease agreement or letters of commitment lasting for the duration of the Project life must be signed by property owners/authorized representatives and must be submitted with the application.
 - E. Provide documentation that power or fuel is being, or will be, provided to the site (e.g., application, payment to the local utility company for power installation, or contract).
 - F. Ensure all infrastructure projects that include on-site power generation (e.g., solar, wind) and/or are publicly accessible, are selected through a competitive bidding process. For public school districts, their existing competitive bidding process fulfills the competitive bidding requirement. The competitive bidding process is the process by which an applicant competitively selects infrastructure projects using two or more bids. Ensure Attachment E is completed by the Grantee and received by MBARD to ensure minimum bidding requirements are satisfied before MBARD signs this Agreement.
 - G. Ensure Grant-Funded Equipment is a Level 2 charger or higher.
 - H. Install, maintain, and operate the Grant-Funded Equipment in accordance with the manufacturer(s) specifications and intended use for the duration of the Project Life.
 - I. Ensure Grant-Funded Equipment and parts must be new. Remanufactured or refurbished equipment and parts are not eligible.
 - J. Ensure Grant-Funded Equipment is certified by a Nationally Recognized Testing Laboratory (NRTL) (e.g., Underwriter's Laboratories, Intertek) located at <https://www.osha.gov/dts/otpc/nrtl/nrtllist.html>.
 - K. Ensure Grant-Funded Equipment must have at least a one (1) year warranty. Grantee must secure and maintain a vendor warranty that is at least a one (1) year warranty.
 - L. Not tamper with any Grant-Funded Equipment, such as altering the equipment performance.
 - M. Ensure work is performed by contractors and/or electricians that meet all required licensing, certification, and statutory requirements for the eligible project type, as referenced in this Grant Agreement in 4.A License Classifications. CARB may request proof of compliance with any licensing, certification, and statutory requirements before performing any work on an eligible project.

- N. Ensure that license classifications, pursuant to Public Utility Code (PUC) Section 740.20 (Assembly Bill 841 (2020)), for work performed on or after January 1, 2022, all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter funded or authorized by this Agreement shall be installed by electricians with the appropriate license classification, as determined by the Contractor's State License Board, and at least one electrician on each crew, at any given time, who holds an Electric Vehicle Infrastructure Training Program (EVITP) certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the Grantee and an EVITP certified electrician.
- O. By signing this agreement certify that the project will comply with all AB 841 (2020) requirements or provide documentation as to why the AB 841 requirements do not apply to the project.
- P. Prior to performing any electrical vehicle infrastructure or equipment installation work funded or authorized under this Agreement, provide EVITP Certification Numbers of each EVITP certified electrician that will install electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Q. Maintain and retain the Project records for at least three (3) years after Agreement expiration.
- R. Ensure Grant-Funded Equipment remains in operating condition throughout the Implementation Phase.
- S. Specify estimated usage in terms of projected throughput and number of vehicles that will be using the station during the Implementation Phase:
 - 1. Estimated monthly energy dispensed kilowatt hours (kWh) for project: **287 kWh***.
 - 2. Estimated number of vehicles that will be using the station(s) for the term of the agreement: **6***.
 - 3. Estimated number of monthly charging events for the life of the Project: **25***.

* = estimation of public agency use only, does not include estimate of public use.
- T. For publicly accessible infrastructure projects, maintain a 95 percent (95%) uptime with 24/7 customer service available on site, via toll free telephone number. If equipment is not functional, Grantee is responsible for ensuring that repairs are made and stations are up and running within 48 hours. Grantee must notify MBARD of any downtime beyond the 48 hours and work with MBARD to ensure publicly accessible stations are operational.
- U. For non-publicly accessible infrastructure projects, if equipment is not functional, report within 15 business days the problem to MBARD and begin working with MBARD promptly to ensure infrastructure equipment is operational.
- V. If during the Implementation Phase the fuel/energy meter fails for any reason, repair or replace the fuel/energy meter as soon as possible; and, such costs are considered a maintenance expense, therefore not an eligible cost.
- W. If the Project is a publicly accessible battery charging station, report installations to the

Department of Energy Alternative Fuel Data Center located at <http://www.afdc.energy.gov/locator/stations/>.

- X. Agree to record a qualitative description of public and private uses, annual usage per charger (e.g., kilowatt-hour [kWh]), and any scheduled or unscheduled downtime, including duration of downtime and causes of downtime on the Grant-Funded Equipment for the Project Life. In the event of any recording failure, Grantee shall immediately notify MBARD and promptly resolve any issues. During any lapse in the recording operation, Grantee shall be responsible to validate any use not recorded until the issue is resolved.
- Y. Submit Annual Use Reports to MBARD during the Implementation phase for the duration of the Project Life.
 - 1. Shall report a qualitative description of public and private uses, annual usage per charger (e.g., kWh), and any scheduled or unscheduled downtime, including duration of downtime and causes of downtime, including all events reported as per Part 3.T. of this Agreement, and any major repairs or modifications, malfunctions, or conditions that resulted in low use for the equipment. For infrastructure projects that incorporate solar or wind power generating equipment, the grantee must annually provide MBARD the amount of electricity generated (kWh) from solar or wind power generating equipment for the duration of the project life.
 - 2. Submit Annual Use Reports electronically by the due date listed on the form or link provided by MBARD: <https://portal.laserfiche.com/x4671/forms/DEERReport>.
 - 3. The first Annual Use Report shall cover use from the date of the Post-Inspection through December 31 of the same calendar year. Subsequent Annual Reporting must be completed by the end of the month of February for the prior annual year until the end of the project life.
 - 4. Noncompliance with the reporting requirements shall require an on-site audit of the Grant-Funded Equipment. Grantees with reports that are more than six months late will not be granted any additional funds until all reports are submitted.
 - 5. Failure to submit required reports in a timely manner will subject this Agreement to be terminated per Part 2.K. of this Agreement.
- Z. Provide MBARD with information regarding all liens or loans affecting the Grant-Funded Equipment and Baseline Equipment existing as of the Effective Date. Grantee shall not encumber the Grant-Funded Equipment or the Baseline Equipment without the written permission of MBARD.
- AA. Notify MBARD within five (5) days of filing petitions for relief under bankruptcy law.
- BB. Obtain written consent of MBARD prior to assigning benefits, delegating duties or obligations to render performance, or assigning payment of funds associated with this Agreement to any other party.
- CC. Obtain written consent of MBARD prior to selling or gifting Grant-Funded Equipment. If Grantee elects to sell or gift the equipment before the end of the Term, Grantee shall be responsible for reimbursing MBARD based on the payback formula per this Agreement, Section 1.G.
- DD. Within 30 days of selling the Grant-Funded Equipment, Grantee shall provide a letter identifying the purchaser of the equipment, and a copy of the Bill of Sale or another

equivalent document.

- EE. Maintain property insurance on the Grant-Funded Equipment in an amount sufficient to reimburse MBARD the full grant amount. Grantee must also supply proof of commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence. These insurance policies shall remain in effect for the full Term of this agreement. Grantee shall provide to MBARD a current certificate of liability insurance showing that MBARD has been named as additional insured, and evidence of property insurance showing that MBARD has been named as loss payee. Reimbursements of any grant-eligible expenditure shall not be made until these documents are provided to MBARD. Grantee must ensure Attachment E is completed by the Grantee and received by MBARD to ensure property and liability insurance requirements are satisfied before reimbursement may occur.
- FF. If for any reason, Grantee is awarded proceeds from the insurance policies, Grantee or successor in interest shall reimburse MBARD the full amount due in accord with the terms of this Agreement within 30 days of receipt of the referenced proceeds.
- GG. Acknowledge and agree that the purchase of Grant-Funded Equipment is an informed and voluntary act and that both MBARD and CARB have made no representation or guarantee regarding quality, condition, safety or proposed use of any Grant-Funded Equipment purchased or installed under this Agreement.
- HH. Defend, indemnify, and hold MBARD, its officers, agents, employees and volunteers harmless from any and all losses, costs, damages, fines or expenses (including attorney fees, court costs and expert witness fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of responsibilities required of Grantee by this Agreement, or which are related in any way to Grant-Funded Equipment purchased or installed under this Agreement.
- II. Collect invoices to compile a Grant Invoice for MBARD. Invoices must show costs were incurred during the term of the Agreement, except, at the sole discretion of MBARD, fees incurred pre-agreement execution (i.e., permits, design, engineering, site preparation), license fees, environmental fees, commissioning fees (safety testing), and onsite required safety equipment. A Grant Invoice should be received by MBARD before the Project Post-Inspection. Invoices received after the Project Post-Inspection has been completed must be evaluated for consistency with the information gathered during the Project Post-Inspection. Grantee shall submit a Grant Invoice following the Reimbursement Instructions (Attachment C).

4) MBARD Rights and Responsibilities

MBARD Shall:

- A. Complete a Pre-Inspection.
- B. In consideration of Grantee's performance under this Agreement, reimburse eligible

expenses invoiced by Grantee, said reimbursement being limited to the maximum grant amount specified on page 1 of this Agreement. Pay the lower of the amount specified on page 1 of this agreement.

- C. Monitor implementation of the project for the duration of the Project Life.
- D. Respond promptly to any Grantee questions regarding this Agreement.
- E. Conduct a Post-Inspection verifying Grant-Funded Equipment and confirming it is operational and Agreement conditions adequate
- F. After completing a Post-Inspection, pay grant invoices.
- G. Make payment within 30 working days of MBARD's approval of invoices.
- H. With a grant funding amount of \$50K or greater, file a Uniform Commercial Code-1 (UCC-1) form with the California Secretary of State in the amount equal to the grant funding. The financing statement must list the MBARD as the secured party. UCC-1 filing shall be a condition precedent to reimbursement. The UCC-1 lien rights shall remain in effect until Grantee complies with all terms of this Agreement. When Grantee's obligations under this Agreement are fulfilled, MBARD shall file a lien release (UCC-3) with the California Secretary of State within ten working days thereafter. Grantee shall provide written notice of the UCC-1 filing to any and all financial institutions who would file a lien against the equipment as a condition of lending funds.
- I. MBARD shall collect information in this Agreement, and or pertaining to this Agreement and or Project, and provide it to the CARB upon request.

5) Project Description, Scope of Work, Schedule, Budget

- A. **Project Description.** This Project is the planning, installation, and operation of a new battery charging station consisting of **six (6) Chargepoint CT-4021 Dual head 32A Level 2 stations , with twelve (12) ports and twelve (12) connectors**, located at **126 Sun Street, Salinas, California 93901**. This Project is located in a Disadvantaged Community as determined by SB 535, in Census Tract **6053014500**, wherein the majority of vehicles that will use the new charging stations will operate.
- B. **Scope of Work.** The Grantee shall assess site and confirm ability to serve existing capacity to chargers, secure necessary permits for infrastructure construction, ensure completion of construction and equipment installation. Grantee shall ensure battery charging station testing and setup, as well as own and operate the Grant-Funded Equipment. The Grantee shall implement and operate the Project for the duration of the Project Life, **three (3)** years. The Grantee may not make any changes to the Project's Scope of Work without prior approval of MBARD. Failure to obtain prior approval is a breach of this agreement.
- C. **Project Budget.** The project cost is estimated to be **\$238,162.00**. The eligible project cost is estimated to be **\$206,235.00**. The maximum percentage of eligible project costs that may be used to calculate the award available for reimbursement is **70%**. This agreement limits the maximum grant to **70%** of the eligible projects or **\$144,364.00**, whichever is less. Pertinent excerpt of selected bid and breakdown of project costs

from awarded contractor (Aragon Electrical Services inc.) that corresponds to selected bid are in Attachment B. Project’s costs were reviewed for eligibility, see Table 1. The Grantee may apply for Central Coast Community Energy’s rebate for the same Grant-Funded Equipment in this Agreement. The combined award from MBARD, Central Coast Community Energy, and any other entity may not exceed total project costs.

Site Assessment, Design and Engineering	Total Project Costs	Eligible Project Costs		
Design plans (meeting the requirements of the City of Salinas and PG&E)	\$ 5,000.00	\$ 5,000.00		Eligible cost
Provide CAD file for PG&E	\$ 1,500.00	\$ 1,500.00		Eligible cost
Subtotal	\$ 6,500.00	\$ 6,500.00		Eligible Subtotal
Permitting				
Obtain permits from the city of Salinas to install (6) level 2 dual port EV Charging stations	\$ 7,142.00	\$ 7,142.00		Eligible cost
Subtotal	\$ 7,142.00	\$ 7,142.00		Eligible Subtotal
Equipment				
Six (6) level 2 dual port EV charging stations and associated equipment including				
Pedastals	\$ 56,010.00	\$ 56,010.00		Eligible cost
Conduit and wiring	\$ 28,571.00	\$ 28,571.00		Eligible cost
5 year warranty	\$ 20,571.00	\$ -	E5. Extended Warranty	Ineligible cost
Network Service	\$ 6,257.00	\$ 6,257.00		Eligible cost
Freight/Delivery	\$ 2,328.00	\$ 2,328.00		Eligible cost
400 AMP service/distribution panel	\$ 48,643.00	\$ 48,643.00		Eligible cost
Subtotal	\$ 162,380.00	\$ 141,809.00		Eligible Subtotal
Installation				
Site Setup and Mobilization	\$ 3,283.00	\$ 3,283.00		Eligible cost
Conduit and Electrical Installation	\$ 24,609.00	\$ 24,609.00		Eligible cost
Site Demolition and Restoration	\$ 22,892.00	\$ 22,892.00		Eligible cost
Construction Project Management, Performance Bonds	\$ 11,356.00	\$ -	E12. Performance Bond Costs. E13. Construction Management.	Ineligible cost
Subtotal	\$ 62,140.00	\$ 50,784.00		Eligible Subtotal
Total Costs / Total Eligible Costs	\$ 238,162.00	\$ 206,235.00		
		\$ 144,364.50	Eligible Award (70% of Total Eligible Costs)	

Table 1: Project Budget. Includes identification of ineligible costs as per Carl Moyer Program Guidelines: Chapter 10: Infrastructure (Version: 01/06/2023).

D. **Schedule.** The estimated delivery time from Chargepoint for the charging equipment is sixty (60) days from order issuance. The construction of the project is estimated at approximately six (6) months. Project will expire **three (3)** years after completion date.

6) Severability

If any clause or term of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect.

7) Entire Agreement

- A. This Agreement including attachments and amendments contains the entire Agreement and all rights and obligations of the parties.
- B. Any amendment to this Agreement may be proposed in writing by either party and shall be signed and dated by both parties before it becomes effective. Oral representations by either party or their representatives shall have no binding force or effect. Any change in Project Scope shall require an Amendment under this agreement.

8) Termination

- A. MBARD may terminate this Agreement immediately, without notice, and at its sole discretion should any of the following occur:
 - 1. Assignment of any benefits of this Agreement, or delegation of any duties due under this Agreement to a third party;
 - 2. Bankruptcy, or dissolution of Grantee; or
 - 3. If Grantee is a sole proprietor, death of Grantee.
- B. MBARD may terminate this Agreement should any of the following occur and not be cured by Grantee within thirty (30) days following written notice from MBARD:
 - 1. Breach, or failure to abide by any term or condition of this Agreement;
 - 2. Failure by Grantee to perform duties and responsibilities due in a timely, professional, or competent manner; or
 - 3. Failure by Grantee to make reasonable progress toward implementing this Agreement.

9) Stop Work Notice

- A. MBARD may issue a Stop Work Notice which would require Grantee to stop work within three (3) working days, should any of the following occur:
 - 1. Breach, or failure to abide by any term or condition of this Agreement;
 - 2. Failure by Grantee to perform duties and responsibilities due in a timely, professional or competent manner;
 - 3. Failure by Grantee to make reasonable progress toward implementing this Agreement.
- B. Upon receipt of a Stop Work Notice from MBARD, Grantee shall stop work on all activities for which grant funding was reimbursable by the notice's stop-work date.
- C. Upon receipt of a Stop Work Notice from MBARD, Grantee will have thirty (30) days to, in coordination with, and with the sole approval of, MBARD, cure actions intended or otherwise as described in part 9.A.1., 9.A.2., and 9.A.3. of this Agreement.
- D. If so specified in the Stop Work Notice, Grantee shall be permitted to incur eligible expenditures through the Stop Work Notice date to maintain air quality emissions reductions.

10) Instructions for Payment

Check One:

- Grantee requests payment to be made by 1-party check, payable only to Grantee.
 Grantee requests payment to be made payable only to the dealer designated below:

Name: R. Patrick Mathews

Address: 126 Sun Street

City, State, Zip
Code: Salinas, CA 93901

Telephone: (831) 775-3000

11) Notices and Contact Information

All notices, invoices, or correspondence between the parties to this Agreement shall be sent using the addresses shown below, which may be changed only by prior written notice to the other party. Change of contact must be provided within 30 days of the change.

MBARD CAPP Program Contact:

Monterey Bay Air Resources District
Attn: [Eli Lessman](#)
24580 Silver Cloud Court
Monterey, CA 93940
Tel: [\(831\) 718-8029](#)
Email: elessman@mbard.org

Grantee Contact Information:

Primary Contact: [Elia Zavalla, Contracts and Grants Analyst](#)
[Salinas Valley Solid Waste Authority](#)
126 Sun Street
Salinas, CA, 95076
Tel: [\(831\) 775-3010](#)
Email: eliaz@svswa.org

12) Conflict of Interest Certification

By signing this Agreement:

- A. I certify I am not a member of MBARD’s Board of Directors, Advisory Committee, Hearing Board, any other MBARD committee, or employee of MBARD.
- B. I certify I do not have any economic relationship with a member of the Board of Directors, Advisory Committee, Hearing Board, or any employee of MBARD.
- C. I certify that I have disclosed to MBARD all other public funds that I have applied for or received for this Project.

13) Signature

By signing this Agreement:

- A. I affirm my legal authority to bind Grantee to the terms of this Agreement.
- B. I understand and agree to operate the Grant-Funded Equipment according to the terms of the Agreement and to cooperate with MBARD and CARB in implementation, monitoring, enforcement, and other efforts to ensure emission benefits are real, quantifiable, surplus, and enforceable.
- C. I understand non-compliance is a breach of this Agreement and allows MBARD to terminate this Agreement.

For Grantee:

Patrick Mathews

Patrick Matthews
Manager
Salinas Valley Solid Waste Authority

Date: Jun 12 2025

For MBARD:

Richard A. Stedman
Air Pollution Control Officer
MBARD

Date: _____

Grantee is a(n) (check one):

- Individual
- Corporation or other business entity
- Public Agency

14) Attachments

These attachments on the following pages are incorporated as part of this Agreement:

- A. Summary Table
- B. Price Quote
- C. Reimbursement Instructions
- D. Extension Request
- E. Bids for Equipment Statement and Equipment Insurance Statement

A. Summary Table

CAP-33

Salinas Valley Solid Waste Aut

Printed 5/22/25 12:12:48 by elessman
 District: Monterey Bay Unified APCD
 Funding source:
 Funding year:
 Guideline year:

Description	Equipment #1
Project type:	Infrastructure
Equipment type:	
Equipment Baseline/Reduced:	reduced
Equipment Number:	1
Identifier:	126 Sun St Chargepoint
Number of Equipment:	1
Project Life:	3 years
Engine Location or Type:	Main Engine
Baseline Engine Model Year:	
Baseline Engine (make, model):	
Reduced Engine Model Year:	
Reduced Engine (make, model):	
*Reduced NOx emissions (tons/yr):	0
*Reduced ROG emissions (tons/yr):	0
*Reduced PM emissions (tons/yr):	0
*Cost Effectiveness:	\$0/ton
Capital Recovery Factor:	0
Discount Rate:	0%
Incremental Cost of Project:	\$
Maximum Incentive Amount:	\$
District Grant Amount:	\$144364.00

Applicant Information

Salinas Valley Solid Waste Authority
 Elia Zavala
 126 Sun Street
 Salinas, CA 93901
 8317753010

*Adjusted for percent operation in California

B. Price Quote

DocuSign Envelope ID: 2406867D-6088-41B4-A15A-7CF7ED392DCA

Exhibit A-1

BID FORM FOR CONSTRUCTION PROJECTS

In response to the Authority's notice inviting bids for:

PROJECT TITLE: EV CHARGING STATIONS PROJECT

BID/CONTRACT NO: (TBD)

the following is submitted:

FOR THE TOTAL SUM OF \$ 238,162.00 computed from the lump sum shown on the attached Schedule of Bid Items, the undersigned hereby proposes and agrees that if this proposal is accepted, this Document will constitute a Contract with the Salinas Valley Solid Waste Authority to furnish all labor, material, tools, equipment, installation, transportation, and all incidental work and services required to complete all items of work stated in Section V, and as stated in the Contract Specifications and Documents.

By signing below, the bidder acknowledges that it is a misdemeanor to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within California without having a license therefore. (California Business and Professions Code, Section 7028.15 (e).)

COMPANY NAME: Aragon Electrical Services Inc

SIGNED: 

NAME PRINTED/TYPED: Nolan Aragon

TITLE: CEO, Operator

DATE: 2/14/25

ADDRESS: 3236 De Forest Rd

TELEPHONE: 831-200-3661

CONTRACTOR'S LICENSE NO: 1116511

CONTRACTOR'S LICENSE EXPIRATION DATE: 2/28/26

CONTRACTOR'S LICENSE CLASSIFICATION: C10

DocuSign Envelope ID: 2406867D-6088-41B4-A15A-7CF7ED392DCA

Exhibit A-1

SCHEDULE OF BID ITEMS

FOR

PROJECT TITLE: EV CHARGING STATIONS PROJECT

BID/CONTRACT NO: (TBD)

ADDENDA:

If an addendum is made to this bid, please acknowledge receipt. Bidder acknowledges receipt of Addendum (if needed) # 1, , , .

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
PHASE I – Design, Permit and Purchase Equipment					
1	<p><u>Site Assessment, Design and Engineering</u></p> <ul style="list-style-type: none"> • Design plans (meeting the requirements of the City of Salinas and PG&E). • Provide CAD file for PG&E. • Obtain permits from the City of Salinas to install six (6) level 2 dual port Electric Vehicle (EV) charging stations. <p><u>Equipment</u></p> <ul style="list-style-type: none"> • Six (6) level 2 dual port Electric Vehicle (EV) charging stations and associated equipment/software such as <ul style="list-style-type: none"> ○ Pedestals ○ Conduit & Wiring ○ 5 Year Warranty ○ Network Service (1 year minimum) 	1	LS	\$128737	\$128737

DocuSign Envelope ID: 2406867D-6088-41B4-A15A-7CF7ED392DCA

Exhibit A-1

additional compensation will be allowed therefore. Final pay items are indicated with an (F) next to the bid item and are paid in accordance with Section 9-1.015 of the State Specifications.

The basis of the award will be the lowest total on any of the Schedules that may be included in the base bid(s), and any combination of any of the corresponding additive alternates. The Authority further reserves the right to award or reject any base bid(s) or additive alternate(s) item(s), in any combination it chooses.

DocuSign Envelope ID: 2406867D-6088-41B4-A15A-7CF7ED392DCA

Exhibit A-1

The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of bids, and the Authority does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the General Manager without claim for damage or loss of anticipated profit and that payment will be made only on the basis of the actual quantities of work performed.

COMPANY NAME: Aragon Electrical Services Inc.

AUTHORIZED SIGNATURE: 

PRINTED NAME & TITLE: Nolan Aragon Owner/Operator

DATE: 2/14/25

Exhibit A-1

CONTRACTOR'S LICENSE CERTIFICATION

FOR BID/CONTRACT NO. (TBD)

SUBMIT WITH BID

The names of all persons as principals interested in the foregoing bid are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated and names of the president and secretary thereof; if a partnership, give name of the firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, give first and last names in full. If a bidder is a joint venture, supply the above information for each joint venture partner. All bidders must hold an active California Contractor's license at time of bid deposit.

To ensure compliance with the California Business and Professions Code, Sections 7058.5 and 7058.6, include a copy of the following documents with your bid if the project includes 100 square feet or more of surface area asbestos containing materials' and is "asbestos-related work" as defined by Section 6501.8 of the Labor Code:

- A current certificate to engage in asbestos-related work issued by the California Contractor's State License Board.
- Proof of current registration with the Department of Industrial Relations, Division of occupational Safety and Health

Licensed in accordance with an act providing for the registration of Contractors in California.

Bidder's license number is: 1116511

License classification is: C10

The license expiration date is: 2/28/26

The representations made herein are made under penalty of perjury.

Company name: Aragon Electrical Services Inc.

Sign and date here: [Signature] 2-24-25
(Signature of Bidder) (Date)

- NOTE:
1. If a bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation.
 2. A licensed Contractor shall not submit a bid to a public agency unless his or her Contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

Exhibit A-1

AFFIRMATIVE ACTION STATEMENT

BID/CONTRACT NO. (TBD)

SUBMIT WITH BID

On behalf of Aragon Electrical Services Inc., I hereby affirm our organization practices equal opportunity in the hiring, training and promotion of personnel. No discrimination in any phase of employment is made on the basis of race, color, creed, national origin, or gender.

Project Title: Salinas Valley Recycles EV Charger Project

Bid/Contract No.: TBD

Company Name: Aragon Electrical Services Inc.

Contractor's Signature: 

Contractor's Name (printed) Nolan Aragon

Date: 2/14/25

Salinas Valley Recycles EV project Cost breakdown

Site Assessment, Design and Engineering	Total Project Cost
Design plans (meeting the requirements of the City of Salinas and PG&E).	\$5,000
Provide CAD file for PG&E.	\$1,500
Obtain permits from the city of Salinas to install (6) level 2 dual port EV Charging stations	\$7,142
Equipment	
Six (6) level 2 dual port EV charging stations and associated equipment Including	
Pedastals	\$56,010
Conduit and wiring	\$28,571
5 year warranty	\$20,571
Network Service (1 yr minimum)	\$6,257
Freight/delivery	\$2,328
400 amp Service/distribution panel	\$48,643
Installation	
Install (6) level 2 dual port EV charging stations including	
Site setup and mobilization	\$3,283
Conduit and electrical installation	\$24,609
Site demolition and restoration	\$22,892
Project Management, Performance bond	\$11,356
Total	\$238,162

C. Reimbursement Instructions

1. *General.* Grantee shall use the form on the following page (1 page plus attachments) to request reimbursement for expenses incurred under this Agreement. Requests for grant reimbursement (“Grant Invoice”) shall be approved by MBARD staff prior to reimbursement. Grantee shall provide supporting documentation satisfactorily to MBARD staff. Grant Invoices shall include signature of Grantee. Reimbursement will occur after a Post-Inspection finds the project complete, operational, consistent with this agreement, and MBARD receiving an invoice itemized in sufficient detail to ensure that only completed and eligible project costs are reimbursed, and other sources and amounts of funding for the project are reviewed to ensure the sum of all project funds do not exceed the total project cost. MBARD staff may request Grantee pay all project costs necessary to complete the Project prior to submission of a Grant Invoice for reimbursement.

If this Agreement is cancelled pursuant to any breach of this Agreement, MBARD will calculate the amount the Grantee is entitled, or the amount that must be returned to MBARD using the payback formula defined on Page 1 of this agreement.

2. *Grant Invoice.* Use the form on the following page to submit your Grant Invoice.
3. *Attachments to Grant Invoice.* Include the following attachments to the cover letter (copies are acceptable):
 - a. **Vendor Invoices.** Invoices must be itemized showing all costs, including labor hours charged and the hourly wage, taxes, installation costs for eligible hardware, transport costs for eligible hardware, etc. It must clearly state “invoice”, “bill”, “statement”, “receipt”, etc. to prove the purchase occurred. A price quote, purchase order, etc. will not be accepted.
 - b. **Documentation of Warranty.** Warranty must provide coverages as specified and required in this Agreement.
 - c. **Insurance Certificate(s).** Copy of the insurance certificate(s) showing MBARD listed as additional insured.
 - d. **Liens.** Information regarding all liens or loans affecting this Grant-Funded Equipment.
 - e. Any other expenses or payment documentation as requested by MBARD.
 - f. For publicly accessible stations, AFDC (Alternative Fuel Data Center) Registration.

Request for Reimbursement

Following the Completion Phase, email to: accountspayable@mbard.org and cc: elessman@mbard.org

Required Document Checklist Prior to Reimbursement:

- W-9 for Company/Individual under contract with MBARD
- Final Itemized Invoice(s)
- Warranty Information (if separate document from Invoice)
- Property Insurance listing equipment and naming MBARD "Loss Payee"
- Liability Insurance listing equipment and naming MBARD "Additional Insured"

This form is to request reimbursement for the following project:

Project Number: CAP- 33
Name/Title of Grantee: Salinas Valley Solid Waste Authority
Mailing Address 126 Sun Street
Salinas, CA, 93901
Phone Number: (831) 775-3000

Reimbursement Request:

Is this the final invoice? Yes No

Payment Instructions:

- Pick-up at MBARD ➔ Name & Phone #: _____
- ACH
- Send Check by Mail
- Other (Describe): _____

Grantee Tax ID: _____
(Federal/ State Employee ID, or SSN of Grantee)

Signature

I certify that all expenditures for which reimbursement is hereby requested occurred for the purposes stated in this invoice.

Name of Grantee	Signature	Date
-----------------	-----------	------

D. Extension Request Form

The Project must be completed and operational within the timeframe specified in this Agreement.

Please complete this form to request an extension of the Completion Phase (time period to purchase and have Grant-Funded Equipment operational). The completed form must be submitted to MBARD no later than 15 days prior to the end of the Completion Phase.

MBARD, at its sole discretion, may approve a time extension. A time extension must be made in writing by Agreement Amendment.

Date of Request: _____

Project Number: _____

Requesting Extension To
(date): _____

Explain reasons why the delay occurred (Include pertinent information such as date the Grant-Funded Equipment was ordered, date installation of Grant-Funded equipment will begin, etc.):

Signature

Name of Grantee	Signature of Grantee	Date
-----------------	----------------------	------

Send completed form to:
Monterey Bay Air Resources District
Attn: CAPP Program
24580 Silver Cloud Court
Monterey, CA 93940
(831) 718-8016
Fax: (831) 647-8501
Or email to grants@mbard.org

E. Bids for Equipment Statement and Equipment Insurance Statement

A. Bids for Equipment

- 1) Indicate how many quotes or bids have been obtained: _____
- 2) Which is your preferred bid? _____
- 3) Describe the process by which the grantee competitively selected the infrastructure project using two or more bids? Bids must be available within 24 hours upon request.

B. Equipment Insurance Certification

- 1) Verification of Insurance Coverage:
Grantee shall provide MBARD certificates and/or other evidence of the insurance coverage required below before reimbursement occurs. MBARD reserves the right to require the Grantee to provide complete, certified copies of any insurance offered in compliance with these specifications. Grantee shall provide to MBARD a current certificate of liability insurance showing that MBARD has been named as additional insured, and evidence of property insurance showing that MBARD has been named as loss payee.

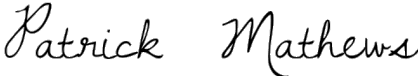
- 2) Minimum Scope of Insurance:
Throughout the Project Life, Grantee shall obtain and maintain in full force and effect the insurance as set forth below. Grantee must check each insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

<input type="checkbox"/>	Liability Insurance Corporations/Private and Public Entities – a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type that is usual and customary to the business of the Project Sponsor, and to the operation of the equipment operated by the Project Sponsor.
<input type="checkbox"/>	Property Insurance for Equipment – in an amount of not less than the insurable value of Grantee’s equipment funded under the Agreement of which this Attachment is a part, and covering all risks of loss, damage or destruction of such of equipment.

Document Details

Title	CAP-33 Salinas Valley Solid Waste Authority - Grantee Review and Signature
File Name	CAP-33 - Salinas Valley Solid Waste Authority - Agreement.pdf
Document ID	d3df19bbead04d31ab1b3bba91c469d2
Fingerprint	db44476108a5f1d8d8c8561e8f63551a
Status	Completed

Document History

Document Created	Document Created by Monterey Bay Air Resources District (mbard@mbard.org) Fingerprint: d34622fee706c1bfd04c21554d4f700f	Jun 12 2025 03:31PM UTC
Document Sent	Document Sent to Patrick Mathews (patrickm@svswa.org)	Jun 12 2025 03:31PM UTC
Document Viewed	Document Viewed by Patrick Mathews (patrickm@svswa.org) IP: 104.6.126.201	Jun 12 2025 07:11PM UTC
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Document Completed	This document has been completed. Fingerprint: db44476108a5f1d8d8c8561e8f63551a	Jun 12 2025 07:13PM UTC



Report to the Board of Directors

Date: June 26, 2025
From: Patrick Mathews, General Manager/CAO
Title: Update on Litter Abatement and Illegal Dumping Activities in Monterey County

ITEM NO. 8

N/A

Finance and Administration
Manager/Controller-Treasurer

N/A

General Manager/CAO

N/A

Authority General Counsel

THE ATTACHED PRESENTATIONS WILL BE GIVEN AT THE MEETING

ATTACHMENT

1. Litter Activities by Public Works Presentation
2. Monterey County United Against Illegal Dumping Presentation

Monterey County

Litter Activities by Public Works

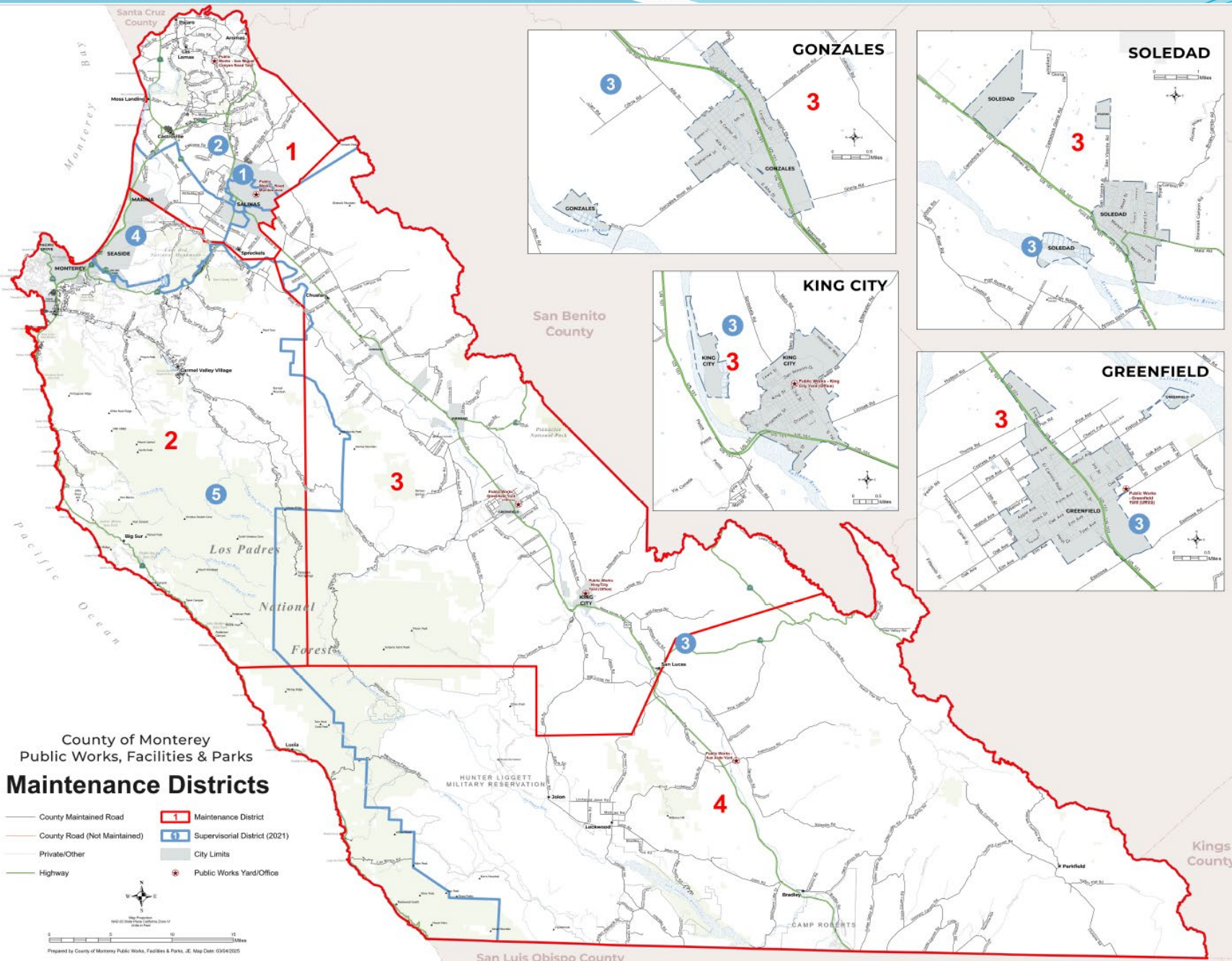


Presentation Overview

- Past Activities
- Current Activities and County progress
 - Smith & Enright
- Questions or comments?

Past Activities

- County Litter Guards
 - 2023 1 litter guard retired, mid to end 2024 got 2 litter guards.
- Able to clean the historic “hot spots”
- Alternative Work Program (AWP)
- Larger concentrations around urban fringes

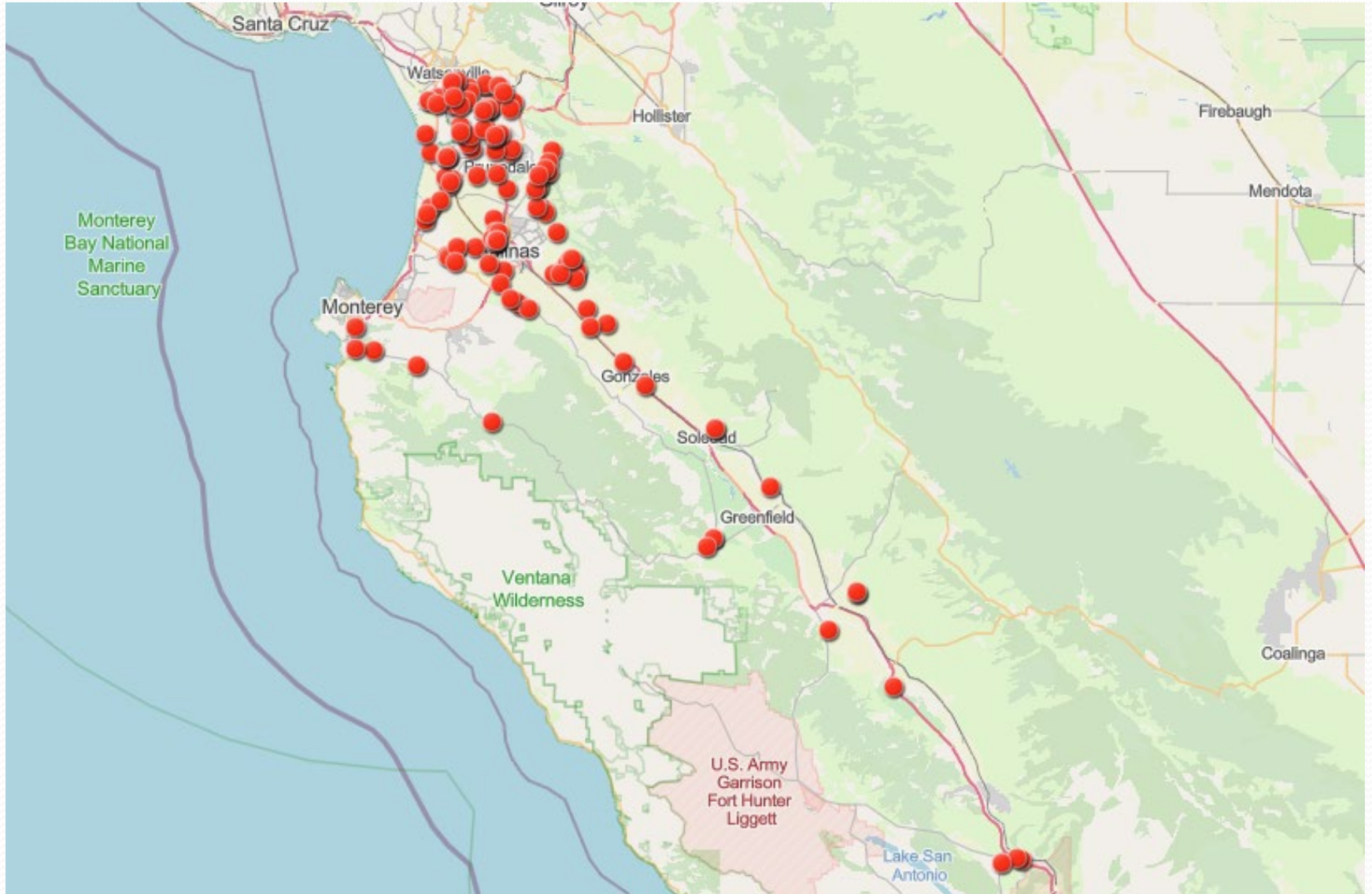


County of Monterey
Public Works, Facilities & Parks
Maintenance Districts

- County Maintained Road
- County Road (Not Maintained)
- Private/Other
- Highway
- Maintenance District
- Supervisory District (2021)
- City Limits
- Public Works Yard/Office



FY 24-25



Example Pictures of Litter



Trash (Railroad Ave.)



Bulky furniture items (Old Stage Rd.)

Examples (cont'd)



Trash, plastic containers, clothes,
rug (Old Stage)



Wood (San Juan Grade Road)

Monthly Totals for CY 2024

WASTE MANAGEMENT - MADISON LANE, JOLON ROAD & JOHNSON CANYON RD TRANSFER STATIONS

Calendar Year 2024

MONTH	WEIGHT (TONS)	AMOUNT	WASTE CATEGORIES																	
			ELECTRONICS	CRT (monitors, computer monitors)	KEYBOARDS	CPUS	BAGS OF TRASH/LITTER	RECYCLABLE PLASTIC & GLASS CONTAINERS, ALUMINUM PAPER, & CARBOARD	MATTRESSES	BOX SPRINGS	COUCHES	OVERSTUFFED CHAIRS	NON-REFRIGERANT APPLIANCES	APPLIANCES WITH CERTIFICATION OF REFRIGERANT REMOVAL	APPLIANCES WITHOUT CERTIFICATION OF REFRIGERANT REMOVAL	TIRES (Without Rims - ONLY)	TRUCK TRES, OVER 41" UP TO 50"	TRUCK TRES - OVER 50" UP TO 60"	EQUIPMENT TIRES - OVER 60"	ALTERED TIRES (ppm, sliced, angular quantities)
JANUARY, 2024	6.99	\$1,313.81	2	0	0	0	181	0	2	1	6	0	0	0	0	4	50	0	0	9
FEBRUARY, 2024	7.80	\$1,105.68	0	0	0	0	197	5	1	0	5	0	0	1	1	10	1	0	0	0
MARCH, 2024	8.84	\$1,738.10	2	2	0	0	154	19	15	3	6	3	1	1	2	4	10	5	6	2
APRIL, 2024	11.92	\$1,740.16	5	0	0	0	255	4	1	2	4	2	1	2	0	3	6	0	0	0
MAY, 2024	13.23	\$2,147.21	6	7	1	0	358	0	20	4	4	1	1	0	1	10	1	0	0	3
JUNE, 2024	6.74	\$1,097.14	2	1	0	0	216	4	2	0	3	1	0	0	2	5	6	0	0	2
JULY, 2024	10.27	\$1,393.51	1	0	0	0	382	4	8	1	7	3	2	0	1	12	0	0	0	0
AUGUST, 2024	13.45	\$1,863.54	3	0	0	0	992	0	6	0	2	0	3	2	0	17	0	0	0	0
SEPTEMBER, 2024	20.95	\$3,106.54	0	2	1	0	1270	3	22	2	4	3	7	0	1	13	2	0	0	0
OCTOBER, 2024	21.09	\$4,686.72	8	1	0	0	1,530	0	28	1	13	2	4	0	7	43	0	0	0	0
NOVEMBER, 2024	15.68	\$3,189.51	3	0	0	0	1214	51	17	1	3	4	2	0	1	5	0	0	0	3
DECEMBER, 2024	14.43	\$3,029.51	20	0	1	0	866	16	21	5	25	23	1	0	4	9	4	0	0	18
TOTALS	151.39	\$26,411.43	52	13	3	0	7,615	106	143	20	82	42	22	6	20	135	80	5	6	37

Monthly Totals for CY 2025

WASTE MANAGEMENT - MADISON LANE, JOLON ROAD & JOHNSON CANYON RD TRANSFER STATIONS																			Calendar Year 2025	
MONTH	WEIGHT (TONS)	AMOUNT	ELECTRONICS	CRT (telev. sets, computer monitors)	KEYBOARDS	CPUS	BAGS OF TRASH/LITTER	RECYCLABLE PLASTIC & GLASS CONTAINERS, ALUMINUM PAPER & CARDBOARD	MATTRESSES	BOX SPRINGS	COUCHES	OVERSTUFFED CHAIRS	NON-REFRIGERANT APPLIANCES	APPLIANCES WITH CERTIFICATION OF REFRIGERANT REMOVAL	APPLIANCES WITHOUT CERTIFICATION OF REFRIGERANT REMOVAL	TIRES (without rims, ONLY) AUTOMOBILE UP TO 41"	TRUCK TIRES - OVER 41" UP TO 50"	TRUCK TIRES - OVER 50" UP TO 60"	EQUIPMENT TIRES - OVER 60"	ALTERED TIRES (pne. sliced, angular quarters of)
JANUARY, 2025	36.34	\$5,410.20	28	3	0	0	2,222	53	49	4	32	32	13	3	5	41	1	6	3	46
FEBRUARY, 2025	25.39	\$5,127.03	24	6	0	0	1,893	79	15	1	12	16	12	2	2	60	12	4	0	41
MARCH, 2025	25.74	\$5,334.08	8	8	6	0	1,934	49	31	4	14	26	6	1	6	27	3	0	0	17
APRIL, 2025	23.51	\$8,915.43	11	10	0	0	1,706	62	21	8	10	19	8	0	1	102	10	0	2	32
MAY, 2025	15.17	\$4,643.74	2	2	0	0	1533	12	25	4	4	8	4	1	1	56	2	0	3	42
JUNE, 2025																				
JULY, 2025																				
AUGUST, 2025																				
SEPTEMBER, 2025																				
OCTOBER, 2025																				
NOVEMBER, 2025																				
DECEMBER, 2025																				
TOTALS	126.15	\$29,430.48	73	29	6	0	9,288	255	141	21	72	101	43	7	15	286	28	10	8	178

Detail by Station FY 23-24

Month	Jolon Transfer Station		Johnson Canyon Transfer Station		Madison Lane Transfer Station		S.V.S.W.A Madison Lane Transfer Station	
	Tonnage	General Waste	Tonnage	General Waste	Tonnage	General Waste	Tonnage	General Waste
July	0.28	Hot Tub	1.61	Litter, Mattresses	34.75	Litter, Tires	0	
August	0		0.02	Litter, Appliances	44.52	Litter, Tires	0.02	Oil Containers
September	0		0.64	Litter, Tires	57.34	Litter, Tires	0.04	Motor Oil
October	0		1.23	Pieces of boat	58.68	Litter, Tires	0.19	Motor Oil
November	0		0		4.21	Litter, Tires	0	
December	0		0		4.48	Litter, Tires	0	
January	0.98	Wood	0.41	Litter, Couches	5.6	Litter, Tires	0	
February	1.04	Litter, Wood	0.82	Litter, Appliances	5.94	Litter, Tires	0	Tires
March	1.21	Litter, Recycle	0.17	Litter, Mattresses	7.46	Litter, Mattresses	0	Refrigerator, AC Unit
April	0		0.32	Litter	11.6	Litter, Tires	0	Tires
May	1.96	Litter, Electronics	2.18	Litter, Tires	9.09	Litter, Mattresses	0	
June	1.19	Litter, Recycle	0.08	Litter	5.47	Litter, Tires	0	
Total	6.66		7.48		249.14		0.25	

Gran Total

Tons: **263.53**

WASTE MANAGEMENT - MADISON LANE, JOLON ROAD & JOHNSON CANYON RD TRANSFER STATIONS FISCAL YEAR 2021-2022

MONTH	WEIGHT (TONS)	AMOUNT	ELECTRONICS	CRT (televsions, computer monitors)	KEYBOARD	CPU'S	BAGS OF TRANSMITTER	RECYCLABLE PLASTIC & GLASS CONTAINERS, ALUMINUM	PAPER, & CARDBOARD	MATTRESSES	BOX SPRINGS	COUCHES	OVERSTUFFED CHAIRS	NON-REFRIGERANT APPLIANCES	REFRIGERANT APPLIANCES	REFRIGERANT REMOVAL	REFRIGERANT REMOVAL TRES (Without Rims, ONLY) AUTOMOBILE UP TO 41"	TRUCK TIRES - OVER 41" UP TO 50"	TRUCK TIRES - OVER 50" UP TO 60"	EQUIPMENT TIRES - OVER 60"	ALTERED TIRES (P/W, ahead and/or quarter of
JULY, 2021	18.86	\$2,656.97	56	35	12	21	595	5	8	2	12	5	25	0	1	17	70	0	73	0	
AUGUST, 2021	19.40	\$2,114.57	83	56	2	3	943	0	14	4	30	22	21	2	9	166	50	0	0	0	
SEPTEMBER, 2021	15.07	\$2,039.92	69	70	0	2	810	4	41	8	155	27	34	0	1	82	1	0	0	0	
OCTOBER, 2021	17.54	\$2,537.51	54	48	2		1,081	1	25	1	132	19	24	0	1	57	8	3	0	0	
NOVEMBER, 2021	15.73	\$2,177.02	54	45	3	0	817	0	28	4	14	18	15	0	1	48	0	4	0	0	
DECEMBER, 2021	7.42	\$970.77	2	0	0	0	160	5	11	1	2	0	2	0	0	4	0	0	0	0	
JANUARY, 2022	18.86	\$3,371.22	83	75	5	0	908	3	32	1	17	3	45	2	1	77	8	8	0	0	
FEBRUARY, 2022	18.42	\$2,177.16	46	59	8	0	699	1	22	2	20	0	39	1	7	49	3	3	5	0	
MARCH, 2022	20.06	\$2,242.65	67	56	7	0	889	2	7	1	27	10	18	1	2	40	16	6	1	0	
APRIL, 2022	13.67	\$1,904.88	59	55	8	0	636	0	37	3	25	11	12	0	7	94	0	0	3	0	
MAY, 2022	15.58	\$1,688.77	69	64	6	0	785	0	14	5	22	27	24	0	0	65	2	0	0	0	
JUNE, 2022	15.18	\$1,720.12	48	57	10	0	872	37	33	1	4	12	5	0	0	41	0	0	0	0	
TOTALS	195.79	\$25,601.56	690	620	63	26	9,195	58	272	33	460	154	264	6	30	740	158	24	82	0	

WASTE MANAGEMENT - MADISON LANE, JOLON ROAD & JOHNSON CANYON RD TRANSFER STATIONS FISCAL YEAR 2022-2023

MONTH	WEIGHT (TONS)	AMOUNT	ELECTRONICS	CRT (televi/bns, computer mon/itors)	KEYBOARDS	CPUS	BAGS OF TRASH/LITTER	RECYCLABLE PLASTIC & GLASS CONTAINERS, ALUMINUM, PAPER, & CARDBOARD	MATTRESSES	BOX SPRINGS	COUCHES	OVERSTUFFED CHAIRS	NON-REFRIGERANT APPLIANCES	APPLIANCES WITH CERTIFICATION OF REFRIGERANT REMOVAL	APPLIANCES WITHOUT CERTIFICATION OF REFRIGERANT REMOVAL	TIRES (Without Rims - ONLY) AUTOMOBILE UP TO 41"	TRUCK TIRES - OVER 41" UP TO 56"	TRUCK TIRES - OVER 56" UP TO 60"	EQUIPMENT TIRES - OVER 60"	ALTERED TIRES (per/ allowed under quarters)
JULY, 2022	13.76	\$1,854.85	33	46	1	0	803	3	21	5	15	8	2	2	3	54	1	1	0	3
AUGUST, 2022	24.40	\$3,002.71	20	5	0	0	1,259	3	28	9	13	3	9	3	4	74	17	9	0	0
SEPTEMBER, 2022	21.3	\$4,433.05	5	3	0	0	1,281	0	18	5	6	0	1	0	1	11	38	45	2	0
OCTOBER, 2022	22.99	\$2,395.65	3	7	0	0	1,442	0	29	3	7	1	7	2	0	16	6	26	0	0
NOVEMBER, 2022	27.53	\$2,782.25	27	0	0	0	981	0	19	5	18	5	4	2	0	56	4	26	0	5
DECEMBER, 2022	16.06	\$2,128.95	9	0	0	0	459	0	11	3	10	1	0	3	0	98	17	0	0	0
JANUARY, 2023	22.54	\$3,886.19	16	0	0	0	609	0	48	9	13	2	8	2	0	50	0	1	0	0
FEBRUARY, 2023	26.01	\$4,157.60	23	3	0	0	582	31	28	5	23	6	15	0	0	63	18	7	0	33
MARCH, 2023	47.70	\$7,861.46	27	6	0	0	707	0	39	17	25	1	21	1	0	116	69	21	4	0
APRIL, 2023	36.08	\$8,338.06	11	6	0	1	587	8	41	11	13	36	27	16	2	82	27	20	0	0
MAY, 2023	35.13	\$8,715.76	15	2	0	0	611	0	28	6	10	9	20	1	0	67	43	36	0	0
JUNE, 2023	21.30	\$4,544.92	6	0	0	7	410	0	24	2	12	1	8	0	0	13	28	1	0	0
TOTALS	314.80	\$54,101.45	195	78	1	8	9,731	45	334	80	165	73	122	32	10	700	268	193	6	41

WASTE MANAGEMENT - MADISON LANE, JOLON ROAD & JOHNSON CANYON RD TRANSFER STATIONS FISCAL YEAR 2023-2024

MONTH	WEIGHT (TONS)	AMOUNT	WASTE CATEGORIES																	
			ELECTRONICS	CRT (televizions, computer monitors)	KEYBOARDS	CPU'S	BAGS OF TRASH/LITTER	RECYCLABLE PLASTIC & GLASS CONTAINERS, ALUMINUM PAPER, & CARDBOARD	MATTRESSES	BOX SPRINGS	COUCHES	OVERSTUFFED CHAIRS	NON-REFRIGERANT APPLIANCES	APPLIANCES WITH CERTIFICATION OF REFRIGERANT REMOVAL	APPLIANCES WITHOUT CERTIFICATION OF REFRIGERANT REMOVAL	TIRES (Without Rims, ONLY) AUTOMOBILE UP TO 41"	TRUCK TIRES, OVER 41" UP TO 50"	TRUCK TIRES - OVER 50" UP TO 60"	EQUIPMENT TIRES - OVER 60"	ALTERED TIRES (PWT, Rims & major components)
JULY, 2023	36.64	\$6,733.01	11	2	0	0	401	0	31	10	9	16	17	0	1	19	34	0	3	0
AUGUST, 2023	44.56	\$9,051.48	16	1	0	0	683	1	49	10	9	20	3	1	0	66	38	2	0	0
SEPTEMBER, 2023	58.02	\$9,496.70	9	0	0	0	1142	3	16	5	6	5	11	1	0	52	69	2	0	0
OCTOBER, 2023	60.10	\$11,033.26	13	0	0	0	1,023	0	29	5	18	13	16	0	1	79	83	0	0	0
NOVEMBER, 2023	4.21	\$1,311.02	0	0	0	0	117	0	2	0	0	0	1	0	0	33	8	0	0	0
DECEMBER, 2023	4.48	\$704.81	3	0	0	0	168	0	2	0	5	0	0	0	1	13	7	0	0	0
JANUARY, 2024	6.99	\$1,313.81	2	0	0	0	181	0	2	1	6	0	0	0	0	4	50	0	0	9
FEBRUARY, 2024	7.80	\$1,105.68	0	0	0	0	197	5	1	0	5	0	0	1	1	10	1	0	0	0
MARCH, 2024	8.84	\$1,738.10	2	2	0	0	154	19	15	3	6	3	1	1	2	4	10	5	6	2
APRIL, 2024	11.92	\$1,740.16	5	0	0	0	255	4	1	2	4	2	1	2	0	3	6	0	0	0
MAY, 2024	13.23	\$2,147.21	6	7	1	0	358	0	20	4	4	1	1	0	1	10	1	0	0	3
JUNE, 2024	6.74	\$1,097.14	2	1	0	0	216	4	2	0	3	1	0	0	2	5	6	0	0	2
TOTALS	263.53	\$47,472.38	69	13	1	0	4,895	36	170	40	75	61	51	6	9	298	313	9	9	16

WASTE MANAGEMENT - MADISON LANE, JOLON ROAD & JOHNSON CANYON RD TRANSFER STATIONS FISCAL YEAR 2024-2025

MONTH	WEIGHT (TONS)	AMOUNT	ELECTRONICS	CRT (monitors, computer monitors)	KEYBOARDS	CPUS	BAGS OF TRASH/JITTER	RECYCLABLE PLASTIC & GLASS CONTAINERS	PAPER & CARDBOARD MATTRESSES	ALUMINUM	BOX SPRINGS	COUCHES	OVERSTUFFED CHAIRS	NON-REFRIGERANT APPLIANCES	APPLIANCES WITH CERTIFICATION OF REFRIGERANT REMOVAL	APPLIANCES WITHOUT CERTIFICATION OF REFRIGERANT REMOVAL	TIRES (with or without rims, ONLY 7' AUTOMOBILE UP TO 41"	TRUCK TIRES, OVER 41" UP TO 50"	TRUCK TIRES - OVER 50" UP TO 60"	EQUIPMENT TIRES - OVER 60"	ALTERED TIRES (paw, sliced, angulr quarters)
JULY, 2024	10.27	\$1,393.51	1	0	0	0	382	4	8	1	7	3	2	0	1	12	0	0	0	0	
AUGUST, 2024	13.45	\$1,863.54	3	0	0	0	992	0	6	0	2	0	3	2	0	17	0	0	0	0	
SEPTEMBER, 2024	20.95	\$3,106.54	0	2	1	0	1270	3	22	2	4	3	7	0	1	13	2	0	0	0	
OCTOBER, 2024	21.09	\$4,686.72	8	1	0	0	1530	0	28	1	13	2	4	0	7	43	0	0	0	0	
NOVEMBER, 2024	15.68	\$3,189.51	3	0	0	0	1214	51	17	1	3	4	2	0	1	5	0	0	0	0	3
DECEMBER, 2024	14.43	\$3,029.51	20	0	1	0	866	16	21	5	25	23	1	0	4	9	4	0	0	0	18
JANUARY, 2025	36.34	\$5,410.20	28	3	0	0	2222	53	49	4	32	32	13	3	5	41	1	6	3	3	46
FEBRUARY, 2025	25.39	\$5,127.03	24	6	0	0	1893	79	15	1	12	16	12	2	2	60	12	4	0	0	41
MARCH, 2025	25.74	\$5,334.08	8	8	6	0	1934	49	31	4	14	26	6	1	6	27	3	0	0	0	17
APRIL, 2025	23.51	\$8,915.43	11	10	0	0	1706	62	21	8	10	19	8	0	1	102	10	0	2	2	32
MAY, 2025	15.17	\$4,643.74	2	2	0	0	1533	12	25	4	4	8	4	1	1	56	2	0	3	3	42
JUNE, 2025																					
TOTALS	222.02	\$46,699.81	108	32	8	0	15542	329	243	31	126	136	62	9	29	385	34	10	8	199	

Current Activities

- Enhance coverage – clean more road mileage
- Promote existing programs – “Adopt a Road”

Fiscal Year 2022-2023	General Litter Pick up (12B) Labor, Overhead & Equipment Cost	General Litter Pick up (12B) Hours	Litter Service Request (58 & 59) Labor, Overhead & Equipment Cost	Litter Service Request (58 & 59) Hours
	\$193,791.34	848	\$124,004.51	574

Total Hours: 1422
Total Cost: \$317,795.85

Volume of Service Requests: Litter RFS's - 356 Adopt-A-Road RFS's - 50 Total RFS's: 406

Fiscal Year 2023-2024	General Litter Pick up (12B) Labor, Overhead & Equipment Cost	General Litter Pick up (12B) Hours	Litter Service Request (58 & 59) Labor, Overhead & Equipment Cost	Litter Service Request (58 & 59) Hours
	\$1,228.39	4	\$1,162.86	7

Total Hours: 11
Total Cost: \$2,391.25

Volume of Service Requests: Litter RFS's - 446 Adopt-A-Road RFS's - 33 Total RFS's: 479

Fiscal Year 2024-2025	General Litter Pick Up (12B) Labor, Overhead & Equipment Cost	General Litter Pick Up (12B) Hours	Litter Service Request (58&59) Labor, Overhead & Equipment Cost	Litter Service Request (58&59) Hours
	\$96,169.30	1,134.50	\$190,362.48	1,015.50

Total Hours: 2150
Total Cost: \$286,531.78

Volume of Service Requests: Litter RFS's - 481

Adopt-A-Road RFS's - 43

Total RFS's: 524

Hot Spot: Old Stage Rd. 2024

*Public Works Costs - \$5,728.75**

* Labor, Overhead & Equipment ONLY



Hot Spot: San Juan Grade Rd. 2024

*Public Works Costs - \$1,703.78**

* Labor, Overhead & Equipment ONLY



Hot Spot: Strawberry Rd. 2025

*Public Works Costs - \$3,694.14**

* Labor, Overhead & Equipment ONLY



Hot Spot: San Miguel Cyn Rd. 2025 Public Works Costs - \$2,167.60*

* Labor, Overhead & Equipment ONLY





SMITH & ENRIGHT
— Landscaping, Inc. —

Public Works
Hot Spots: 2024

Costs for 2024 Calendar Year

Via Tanques Rd - 2024

Smith & Enright:

Cost: \$6,930

Hours: 66

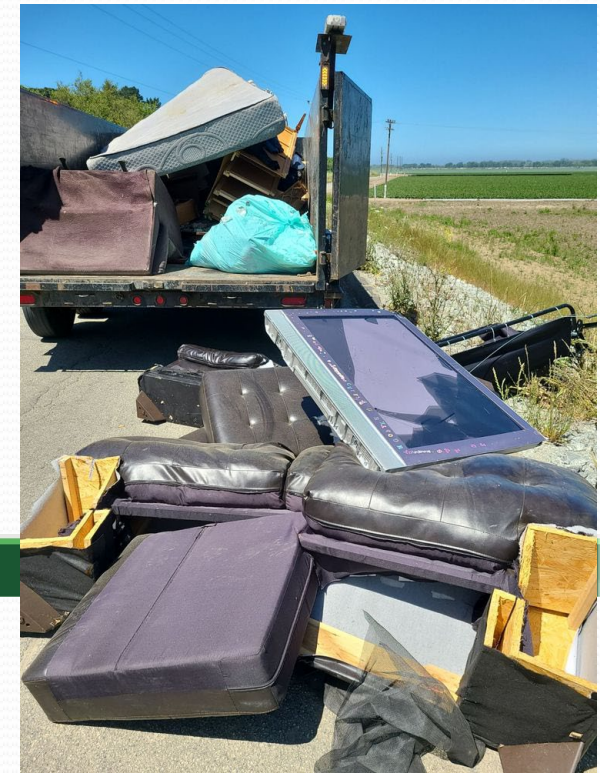


Trafton Rd - 2024

Smith & Enright:

Cost: \$7,980

Hours: 79



San Juan Grade Rd - 2024

Smith & Enright:

Cost: \$30,450

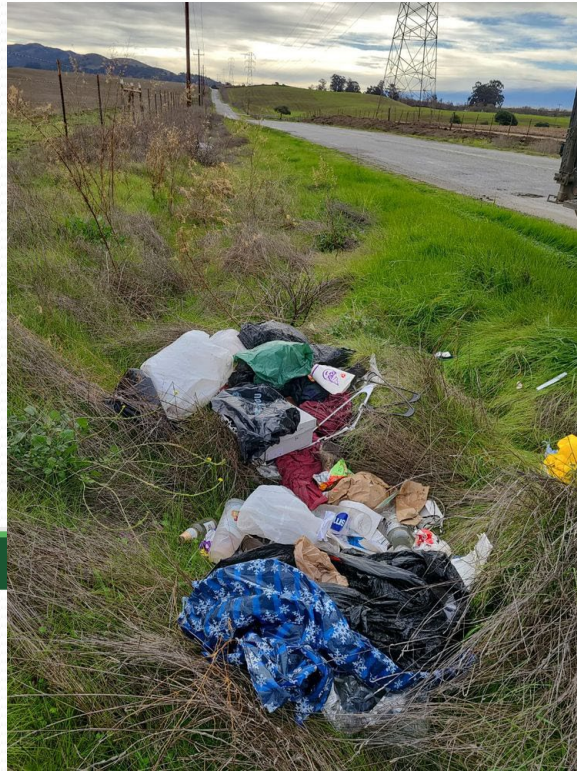
Hours: 290



Old Stage Rd - 2024

Smith & Enright:

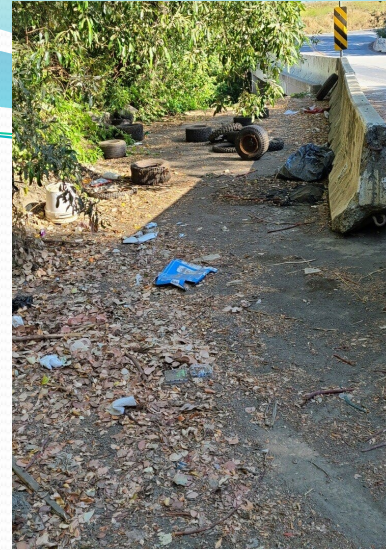
Cost: \$42,000 Hours: 393



McGowan Rd. - 2024

Smith & Enright:

Cost: \$1,680 Hours: 16



San Miguel Canyon Rd - 2024

Smith & Enright:

Cost: \$6,720

Hours: 64



Metz Rd - 2024

Smith & Enright:

Cost: \$6,930

Hours: 62



General Debris by Location

- **San Miguel/Castroville Blvd**
 - 1x a month, mix of trash
- **Del Monte/Castroville**
 - Lots of trash because of rv's. already bagged, probably since they don't have service
 - Lots of tires, but not on county roads
- **Salinas/Castroville**
 - Lots of small trash; near Santa Fe Store
- **Davis/Castroville Bridge**
 - Mix of trash on the underpass
- **San Miguel Canyon**
 - Lots of small trash
- **Elkhorn Rd.**
 - Miscellaneous trash, bags

General Debris by Location

- **Old Stage- between Crazy Horse & Hebert Rd**
 - Always lots of large items – landfill, with a lot of micro litter along the fence line
- **San Juan Grade – between Crazy Horse & County Line**
 - Micro litter, bags of trash
- **San Juan Rd**
 - Lots of debris, micro litter, some large bulky items
- **Old Stage – between Alisal & Spence Rd.**
 - Big bulky items, car parts and trash
- **Zabala Rd**
 - Mattresses, bags of trash, bulky furniture items

Questions or Comments?



..... Monterey County United Against Illegal Dumping

Presented by

**Maria Ferdin, Co-Chair
Monterey County Illegal Dumping & Litter Abatement
Task Force Environmental**

**Prepared by: Maria Ferdin, Janna Faulk, and Mandy Brooks,
Co-Chairs, Monterey County Illegal Dumping & Litter
Abatement Task Force Environmental**

SVSWA Board Meeting | June 26, 2025

PU



Published 6/20/2025



The Impact of Illegal Dumping

Harm to public health, environment,
and quality of life
Monterey County spent \$1.7 million on
eradication from 2017 to 2022





The Illegal Dumping & Litter Abatement Task Force (IDALATF)

- Formerly Monterey County Ad Hoc Illegal Dumping Task Force
- Created by County Administrative Officer in 1996
- Purpose: fact find, public education, recommendations to the Board of Supervisors
- Original members: Environmental Health, Sheriff, District Attorney, Public Works, CAO

<https://www.countyofmonterey.gov/government/departments-a-h/health/environmental-health/solid-waste-management/illegal-dumping-litter-abatement-taskforce>



3



The Illegal Dumping & Litter Abatement Task Force (IDALATF)

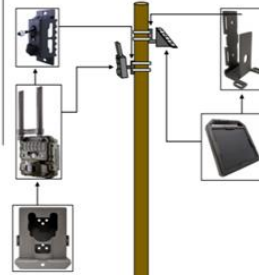
- Members now include other county and city agency stakeholders, waste service providers, non-profits, members of the public
- Quarterly meetings
- Monthly working subcommittee meetings



4

Pilot Surveillance Project

- Six Reconyx cameras installed at three hotspot locations
- Cameras- cellular enabled, solar powered, motion activated, inexpensive, delivers quality images to the cloud
- LPR capable, IR up to 150ft and mobile
- EH funded- hardware and annual subscription service through EPIC iO
- \$12898= hardware; \$6,575= annual subscription



- It is recommended to mount the Solar panel above the camera but below any communication lines.
- Solar Cameras should be mounted at a minimum height of 10ft from the surface to reduce tampering as well as occlusion of opposing vehicles.
- To achieve optimal solar performance, it is recommended to clear any vegetation or other elements directly in the path of the solar panel and direct sunlight.

7

..... Illegal Dumping Happens Quickly September 19, 2:18PM

- 2:18:28- Arrives on scene
- 2:18:34- Gets out of car, disposes box spring
- 2:18:57- Gets in car, leaves

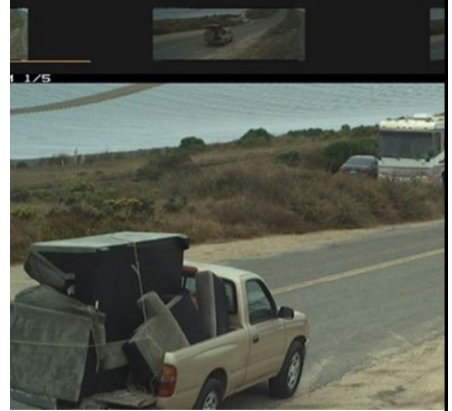
Total: 29 Seconds



8



Lapis Rd Dumping- \$2,500 Citation Issued



Illegal Dumper

IDLATF Newsletter

New Litter Abatement Program

Monterey County initiated a new litter abatement and cleanup program this October in response to community complaints regarding increased roadside garbage and litter. Contracted with Smith & Enright Landscaping, n.c., the program incorporates routine litter abatement of roadways in Carmel, as well as areas in the county where dumping on roadways is reported.

To report roadside litter, you can report at Ke...



Eradication

Public Works

- Litter guard - routine roadside collection
- Alternate Work Program
- Smith & Enright- MOU for roadside & litter abatement services

Public Reporting

- Monterey County Connect App
- Report directly to EH

150-200 tons (avg) collected annually

Top 3 most popular items collected?

Tires, Mattresses & CRTs



Eradication (cont.)

Disposal Voucher Program

- Administered by County
- Funded by two Waste Agencies
- Community Litter Clean ups or Illegal Dumping sites
- 20 of vouchers issued in 2024 (under subscribed)
- Quarterly IDLATF Ed & Eradication Subcommittee Litter Events



Education

SEPTEMBER 2024

VOL. 5, ISSUE 2

ILLEGAL DUMPING & LITTER ABATEMENT TASK FORCE NEWSLETTER



PILOT SURVEILLANCE PROGRAM

Monterey County's Pilot Surveillance Program to fight illegal dumping began September 16th with the installation of two of six cameras. The cameras were installed with the assistance of Monterey County Public Works and located within the right of way at known hotspot locations. Owners of vehicles identified in illegal dumping will be, at a minimum, subject to an administrative citation that includes \$2,500 for first violation, \$5,000 for second violation, and \$10,000 for the third violation (MCC 10.41.040).

The Pilot Surveillance Program was born out of Monterey County's Illegal Dumping and Litter Abatement Task Force as a necessary component of the 3E's - Educate the public against illegal dumping. Enforce laws against illegal dumping. Eradicate illegal dump sites when they are identified to reduce illegal dumping; the cameras will support the enforcement part against illegal dumping. The cameras were purchased by Monterey County Environmental Health Bureau and are under the Bureau's administration.

IDLATF LEADERSHIP



Chair: Maria Ferdin, Monterey County Health Department



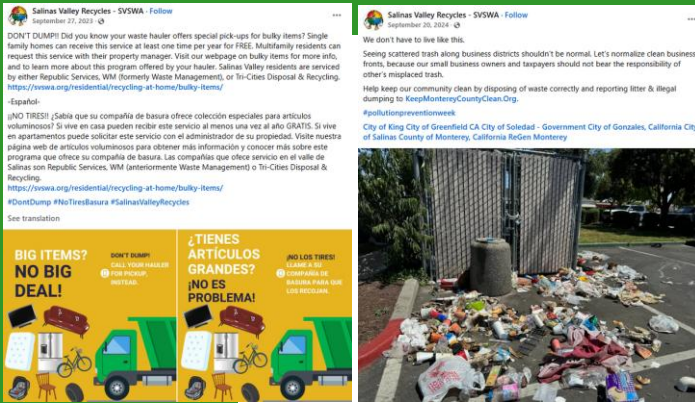
Co-Chairs: Mandy Brooks and Jenna Faulk, Salinas Valley Solid Waste Authority

- Quarterly Newsletters
- Multilingual outreach
- Regional Social Media Campaign
- Public awareness using PSAs
- Earth Day Clean-up events



Education - Social Media Regional Campaign

- Quarterly social media posts
- Thematic & consistent content across platforms
- \$0 Budget/Funding
- Reels & video with County Board of Supervisor
 - www.youtube.com/@svswa831/shorts



13

14

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Future Goals of IDLATF

Develop infrastructure, seek funding for 3E's

- 3E Framework in place: Eradication, Education, & Enforcement
- Refine enforcement process
- No Dumping Signage
- Community Based Social Marketing

Stay involved- statewide tasks force, Clean CA Designation, etc.

Encourage the public to get involved (MC Connect, Salinas Connect)



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Thank You!

Monterey County Illegal Dumping &
Litter Abatement Task Force
Environmental



16



Report to the Board of Directors

Date: June 26, 2025

From: Brian Kennedy, Engineering and Environmental Compliance Manager

Title: Update on Litter Abatement and Illegal Dumping Activities in Monterey County

ITEM NO.9
N/A
Finance and Administration Manager/Controller-Treasurer
N/A
General Manager/CAO
N/A
Authority General Counsel

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

ATTACHMENT

1. Presentation

North County Recycling and Transfer Station Update



Published 6/20/2025

Major Remaining Items From Last Update

CEQA – Initial Study

Crazy Horse Road Improvements

Building Foundation Design

Fire Sprinkler System and Water Storage Design

CEQA INITIAL STUDY

- Draft version has been circulated for comment internally
- CEQA Attorney performing final review
- Plan is to bring to the Board to consider the Notice of Determination September board meeting

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

Environmental factors checked below would be potentially affected. See the checklist beginning on page 4 for additional information.

- | | |
|--|--|
| <input type="checkbox"/> Agriculture and Forestry | <input type="checkbox"/> Agriculture and Forestry |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Biological Resources |
| <input type="checkbox"/> Energy | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Greenhouse Gas Emissions |
| <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Tribal Cultural Resources | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Wildfire | <input type="checkbox"/> Wildfire |

3

Next Step – CEQA Initial Study

- Complete review internally
- Notice all parties early August to initiate 30-day circulation
- Provide Board with all submitted comments
- Board considers the totality of the comments and Initial Study to decide whether to approve the Notice of Intent

4

Entrance Facility and Road Improvements

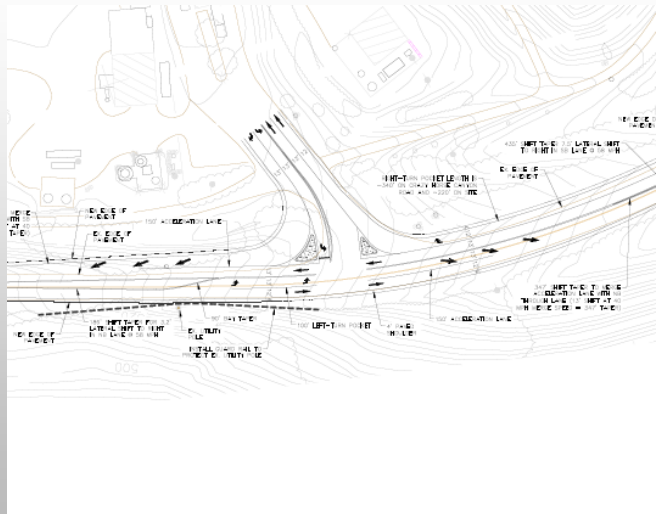
- Entrance conceptual design by JR Miller and Associates
- SVSWA staff met with County staff to go over concept and County requests



5

Final Entrance Design

- Traffic Engineer from Hexagon Transportation Consultants took the conceptual plan and created Caltrans compliant design within the County parameters
- SVSWA staff will meet with County staff to go over final design prior to permit application



6

Next Step – Entrance Design

- SVSWA and County staff will review proposed design and finalize the version that works best for all parties
- After planning permit application is approved, civil engineer will provide detailed construction plans for project

7

Building foundation designs

- Geotechnical investigation complete
- Clearspan has geotechnical report and is preparing foundation design and engineering



8

Next Step – Building Foundation Desing

- Foundation design report due to authority by mid July
- Cost estimate for Clearspan buildings and foundations will be provided and brought to the Board in September

9



FIRESPRINKLER AND WATER STORAGE DESIGN

- Staff and sprinkler design engineer California Fire Protection met with North County Fire Protection District Chief Mendoza
- California Fire Protection generated a storage requirement based upon fire code and consultation with Chief Mendoza

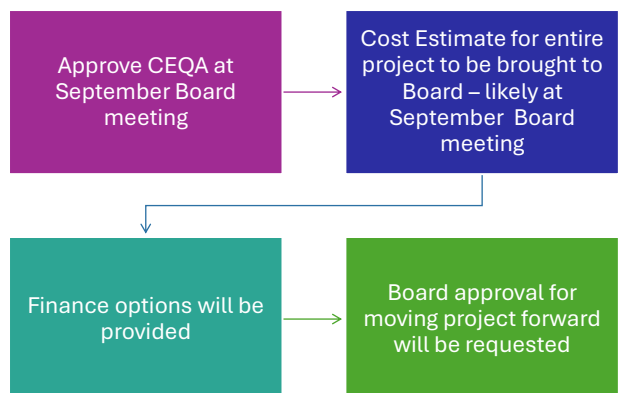
10

Next Step – Fire Protection Water Tanks

- Obtain cost estimate for tanks and foundation, and other site improvements including sprinklers, fire water pump, and hydrants
- Provided estimates to the board prior to final project approval

11

Next Step for Transfer Station Project



12

Questions?



SVR Agenda Item - View Ahead 2025

ITEM NO. 10

SVR Agenda Item - View Ahead 2025						
	Jul	Aug (Special - 4pm)	Sep	Oct	Nov	Dec
A			Employee of the Year Recognition			Tentative
1	MEETINGS RECESS	May Claims/Financials (EC)	Claims/Financials (EC)	Minutes	Minutes	Minutes
2		June Claims/Financials (EC)	Member Agencies Activities Report	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)
3		June 30 Cash & Investments Report (EC)	New FY Grants & CIP Budget (EC)	2026 BD/EC Meetings Schedule	September Claims/Financials (EC)	Member Agencies Activities Report
4		Member Agencies Activities Report	2024-25 Annual Report	Audit Report Previous FY (EC)	September 30 Cash & Investments Report (EC)	
5		2nd Qtr. Tonnage & Diversion Report	Annual Tonnage & Diversion Performance Report	FY 2024-25 AB 939 Program Wrap Up / All Things AB 939 (EC)	3rd Qtr. Tonnage & Diversion Report	
6		Award Contract for Waste Characterization Study	Youth Council Introductions	JCLF Module VIII Presentation (EC)	Member Agencies Activities Report	
7			Public Hearing: Code Amendment		Fund Balance Reserves (EC)	
8		Board of Directors Strategic Planning Workshop	CH Transfer Station CEQA		Annual County Used Oil Report	
9					New Officers Nominating Committee	
10						
11						
12						

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

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



Report to the Board of Directors

ITEM NO. 13

Finance and Administration
Manager/Controller-Treasurer

Liz Silva by P.M.

Acting President, Salinas Valley Solid
Waste Authority & Executive Committee
Chair

N/A

Authority General Counsel

Date: June 26, 2025

From: Liz Silva, Board President and
Patrick Mathews, General Manager/CAO

Title: Consider Alternatives for Appointment of
General Counsel effective July 1, 2025 and
Optional Approval of a Resolution

RECOMMENDATION

It is recommended that the Board consider the options for appointment of General Counsel and either:

1. Adopt the resolution approving an agreement to retain current General Counsel Roy Santos and related support specialized legal services with the firm of Burke, Williams & Sorensen, LLP (BWS), or
2. Retain our current firm of Aleshire & Wynder, LLP (AW) and proceed with an internal selection process for the replacement of General Counsel from within the firm, or
3. Direct the Executive Committee and staff to begin the process of issuing a formal Request for Proposals (RFP) for General Counsel and support legal services.

STRATEGIC PLAN RELATIONSHIP

This is an administrative item and does not relate to the Board's Strategic Plan.

FISCAL IMPACT

Funding is available in the Executive Administration budget for this adjustment and will be included in future budgets. As BWS has agreed to honor the proposed July 1, 2025 rates for the AW agreement, choice of either firm will have little or no effect on overall cost of service. Should the Board elect to issue an RFP for the services, the costs are unknown at this time. However, based on previous General Counsel rates for the Authority prior to 2019, and the proposed rates for FY 2025-26 are lower than those in place in 2018-19 and appear to be very market competitive.

DISCUSSION & ANALYSIS

On June 12, 2025, General Counsel Roy Santos provided the Board with his notice of Resignation due to his move from AW to BWS (Exhibit A). Within this notice he outlined the three options available to the Board for selection or retention of General Counsel as outlined above under Recommendations.

To provide the Board with the full set of options available for appointment of General Counsel, we requested BWS submit a Legal Service Agreement that the Board may consider and approve if it wishes to retain Roy Santos as General Counsel along with the various specialized legal services the Authority requires from time to time such as Labor, Real Property and Land Use Planning attorney services (Exhibit B). Also included is background information on BWS (Exhibit C) to familiarize the Board with their breadth of services offered

to clients. BWS is very similar to AW in that both firms specialize in municipal law and all the specialized areas of service a municipal agency may need in its course of business. BWS has also agreed to honor the upcoming July 1, 2025, cost-of-living adjusted rates approved for AW under their current agreement making both agreement choices cost-equivalent.

The Board has the following options to consider:

1. Adopt the resolution approving an agreement to retain current General Counsel Roy Santos and related support specialized legal services with BWS. Under this option AW would be retained for at least part of FY 2025-26 to complete current legal services for land use planning and real property related sales and negotiations until those current projects are complete. Rates will remain the same as though approved for AW for FY 2025-26.
2. Retain our current firm of Aleshire & Wynder, LLP (AW) and proceed with an internal selection process for the replacement of General Counsel from within the firm. AW will continue to provide alternate General Counsel Services until such time as the Board has been able to consider attorney options from within the firm to be appointed as new General Counsel.
3. Direct the Executive Committee and staff to begin the process of issuing a formal Request for Proposals (RFP) for General Counsel and support legal services. Under this option AW would be retained for at least part of FY 2025-26 to provide General Counsel Services and complete current legal services for land use planning and real property related sales and negotiations until those current projects are complete and a new firm has been selected through RFP.

BACKGROUND

General Counsel is one of the Board's 2 direct reporting employees and is also an at-will employee. At-will employees may be terminated without cause at any time and this condition is reflected in the Legal Services Agreements attached to this report (Exhibits B & D).

After the unexpected resignation of the Authority's long standing General Counsel in late 2018, a temporary General Counsel was hired to fill in until the Board could complete an RFP process for permanent replacement. AW was hired from an RFP process in 2019 and has been the Authority's General Counsel since that selection process concluded.

The recent resignation of current General Counsel Roy Santos has again returned this issue to the Board for action and you have three options before you for deliberation and consideration.

ATTACHMENT(S)

1. Resolution Re-appointing Roy Santos as General Counsel and approving an Agreement with the firm of Burke, Willimas & Sorensen, LLP
2. Exhibit A – Legal Services Notice, Roy Santos, June 12, 2025
3. Exhibit B – Agreement for Legal Services with Burke, Willimas & Sorensen, LLP
4. Exhibit C - Burke, Willimas & Sorensen, LLP background information
5. Exhibit D – Resolution 2019-13, Agreement with Aleshire & Wynder, LLP, April 18, 2019
6. Exhibit E – FY 2025-26 Rate Schedule for Aleshire & Wynder, LLP

RESOLUTION NO. 2025 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING THE AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES WITH THE LAW FIRM OF BURKE, WILLIAMS AND SORENSEN, LLP EFFECTIVE JULY 1, 2025

WHEREAS, on June 12, 2025, General Counsel Roy Santos provided the Board with his notice of Resignation due to his move from Aleshire and Wynder LLP to Burke, Williams and Sorensen, LLP; and,

WHEREAS, three options were outlined to the Board for selection or retention of General Counsel, to retain current General Counsel Roy Santos and related support specialized legal services with the firm of Burke, Williams & Sorensen, LLP, to retain the current firm of Aleshire & Wynder, LLP and proceed with an internal selection process for the replacement of General Counsel from within the firm, or to direct the Executive Committee and staff to begin the process of issuing a formal Request for Proposals for General Counsel and support legal services; and,

WHEREAS, the Board of Directors considered the three options provided.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the President of the Board of Director is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute the agreement for Authority General Counsel Legal Services with Burke, Williams and Sorensen, LLP hereto and marked "Exhibit A" effective July 1, 2025.

BE IT FURTHER RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, appoints Roy C. Santos of Burke, Williams and Sorensen, LLP as General Counsel.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its meeting duly held on the 26th day of June 2025, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Authority General Counsel

Exhibit A

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

June 12, 2025

Dear President Silva and Members of the Board of Directors,

This letter is intended to inform the Board of Directors that I have resigned as a Partner with Aleshire & Wynder LLP., effective June 19th. I will be transitioning my legal practice to Burke Williams & Sorensen, LLP., on June 20th. I am excited to embark on this new chapter in my professional career.

In California the independent choice of legal representation by a client is essential. As a result, the Board of Directors has several options going forward. The Board has the following options: (1) to continue your legal representation with me at my new firm; (2) continue your legal representation with another attorney from Aleshire & Wynder; or (3) hire a new attorney or law firm to represent the Authority. It has been and is an honor to represent the Authority as its General Counsel. I have the ability and willingness to continue my representation of the Salinas Valley Solid Waste Authority at my new firm, should the Board of Directors wish to proceed with that option. If not, I will work with Aleshire & Wynder or another law firm to ensure a smooth transition from my legal services to the newly selected attorney.

I am available to answer any questions you may have regarding this process, and I appreciate the trust you have provided me with as your General Counsel.

Sincerely,
Roy C. Santos

Exhibit B

CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES SALINAS VALLEY SOLID WASTE AUTHORITY

This CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES (the “Agreement”) is effective as of the 26th day of June 2025, by and between the law firm of BURKE, WILLIAMS & SORENSEN, LLP, a California limited liability partnership (“Firm”), and the SALINAS VALLEY SOLID WASTE AUTHORITY (“Authority”), a California Joint Powers Authority. The term “Authority” shall also include all Authority boards and commissions.

1. APPOINTMENT

Board hereby appoints Roy C. Santos as the General Counsel and hires Mr. Santos and Firm to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the Board of Director’s and all other commissions of the Authority.

Notwithstanding the foregoing appointment, the designated General Counsel, Agency Counsel, and any Assistant or Deputy General Counsel, may be established from time to time or modified by a resolution of the Authority. FIRM represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. FIRM shall not replace the designated General Counsel (or any successors to such person) without the Board of Director’s prior approval, except from time to time necessary due to illness or vacation scheduling. Any such temporary substitute, or of any Assistant General Counsel shall be disclosed to the General Manager prior to the next regularly scheduled Board meeting, and resources will be provided to the General Manager and Board if requested. The General Counsel may appoint various assistants and/or deputies as the General Counsel deems appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

A. FIRM shall perform all work necessary for the provision of General Counsel services to Authority, as set forth in the Joint Powers Agreement and Authority Code, including, but not limited to, the following:

(i) Attendance at Board meetings, unless excused by the General Manager or his/her designee, and other board and commission meetings on request of the General Manager or his/her designee; and

(ii) Provide legal advice, written legal opinions, and consultation on all matters affecting the Authority to the Board, General Manager, boards, commissions, committees, officers, and employees of Authority and as requested by the Board, the General Manager, or his/her designee, in accordance with such policies and procedures as may be established by Authority from time to time; and

(iii) Be available for telephone consultation with Authority staff, as needed on legal matters which are within their area of operation; and

(iv) Prepare or review necessary legal documents such as: ordinances, and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandum of understanding; franchise agreements; and all similar documents; and

(v) Represent and advise Authority on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that FIRM shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the Authority until all files have been transferred to FIRM and FIRM has specifically appeared in the matter(s) as attorneys of record on behalf of Authority; and

(vi) Hold office hours, if requested, at a time agreed to with General Manager; and

(vii) Attend management staff and agenda review meetings at a time agreed to with General Manager; and

(viii) Monitor pending and current legislation and case law as appropriate; and

(ix) Supervise outside legal services, if any.

B. FIRM, as a full-service law firm, is prepared to, and will, provide representation to Authority in all of its legal affairs, including, but not limited to, public agency law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, code enforcement, criminal prosecution, redevelopment, housing, cable television, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the Board may otherwise direct. The General Counsel shall represent Authority in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the Board.

C. The General Counsel will keep Authority informed as to the progress and status of all pending matters in accordance with such procedures as the Authority may establish from time to time. The General Counsel is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the Board, such special counsel shall be supervised by the General Counsel.

D. All legal services shall be coordinated with the General Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the Board or General Manager. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Board, at any time, to assign or reassign a legal matter of Authority from or to FIRM.

3. AUTHORITY DUTIES

Authority agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for FIRM to effectively render its professional services under this Agreement. To the extent Authority desires services to be rendered on site, Authority, at Authority’s expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the General Manager, as may be necessary therefor. Authority further agrees to abide by this Agreement, and to timely pay FIRM’s bills for fees, costs, and expenses. In addition, Authority understands that the fee structure herein represents a blending of rates, with certain services offered at discounted rates, on the assumption that, due to the volume of work, other services will be rendered at higher rates. Therefore, insofar as possible and unless FIRM lacks experience, capability or resources, it is the intent of the parties hereto that all matters of Authority requiring the rendition of legal services shall be performed by FIRM. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the Board, at any time, to assign or reassign legal matters of Authority from or to FIRM.

4. PERSONNEL

FIRM will provide the following additional attorneys to render the predominate legal services hereunder:

Roy C. Santos	General Counsel/Agency Counsel
TBD	Assistant General Counsel
TBD	Deputy General Counsel

Assignments may be modified as provided in Section 1 above and except as so provided, FIRM will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

FIRM’s fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth herein:

CLASSIFICATION	HOURLY RATES
	June 26, 2025, to June 30, 2026
General Legal Services	\$261.00 (blended)
Litigation & Special Legal Services	Associates: \$267.00 Partners: \$305.00
Reimbursable Legal Services	\$354.00 (blended)
Bond/Financial Services	\$435.00
Paralegal/law clerk	\$161.00

Document Clerk	\$87.00
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Authority shall be billed for litigation matters as established within this Agreement and the billings may include the costs of travel and mileage as specified within this Agreement. The hourly rates of the attorneys at FIRM are reviewed annually and, when appropriate, adjusted to reflect increases in expertise as well as other appropriate factors. Such increases are made on an annual basis, effective as of the beginning of each fiscal year. While the hourly rates for services rendered by individual FIRM attorneys may be adjusted as set forth herein, the “rates” established in this Agreement shall not be adjusted except as provided herein, and only upon the approval of the Board.

Commencing July 1, 2026, and every fiscal year thereafter, FIRM rates may adjust by the greater of either the relevant local CPI increase over the prior twelve (12) month period, rounded to the nearest dollar or ten (\$10.00) dollars per hour. Further, the relevant local CPI shall be set by the Consumer Price Index (“CPI”) for all urban consumers in the San Francisco-Oakland-Hayward areas as published by the United States Government Bureau of Labor Statistics. In its sole discretion, FIRM reserves the right to waive and/or delay implementation of any rate adjustment established pursuant to the terms of this Agreement.

6. BOND OR FINANCIAL SERVICES

For public finance services in connection with the issuance or potential issuance of debt, loans, certificates of participation, including formation of assessment or community facilities districts, etc., our fee shall be \$435.00 per attorney hour from July 1, 2025, going forward. Paralegal, law clerk or project specialist time shall be billed at \$205.00 per hour. Fees shall be paid within thirty (30) days following receipt of an invoice. Fees include travel time. Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel in an amount not to exceed \$5,000.00, subject to a not to exceed expense fee (excluding special tax counsel) of \$2,500.00 per bond transaction.

7. COSTS AND OTHER CHARGES

FIRM may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by Authority. The Authority agrees to reimburse FIRM for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by FIRM or FIRM’s cost of equipment or supplies except as provided herein.

FIRM may determine whether it is necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Authority will be responsible for paying such fees and charges. FIRM will not, however, retain the services of any outside investigators, consultants, or experts without the prior written agreement of Authority. FIRM will select any investigators, consultants, or experts to be hired only after consultation with and approval by the Authority.

The cost and expenses referred to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the client. Except in connection with litigation (travel costs to court and for discovery are chargeable), these will only be charged when outside the Merced County, and only with the prior agreement of Authority.

Periodically, when on-site, FIRM personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the Authority. FIRM will not be charged for such expenses and, in exchange, will not charge the Authority for calls made from our office or other locations to the Authority.

FIRM shall scrupulously examine all bills submitted for services tendered under this Agreement to assure that appropriate billing judgment is employed in billing Authority for service hereunder. FIRM shall not bill for hours other than those hours expressly devoted to the tasks approved in advance by the Authority. FIRM agrees it will not bill for time which is not specifically devoted to said task(s). FIRM shall not use legal professionals for secretarial work and under no circumstances shall FIRM have lawyers billing for making copies, scheduling appointments or taking care of matters or work which would otherwise be work performed by a secretary. The billing format utilized to provide bills shall be set forth in a detailed format which readily permits the full scrutiny by any Authority retained auditors.

8. STATEMENTS AND PAYMENT

FIRM shall render to Authority a statement for fees, costs, and expenses incurred on a monthly basis. Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a specific description of the work performed. Separate billing categories can be established to track costs associated with Authority funding categories or to track project costs, or such other basis as the Authority may direct. Reimbursable costs shall be separately itemized.

In consideration for FIRM's performance of legal services on behalf of Authority under the terms of this Agreement, and upon review and approval of FIRM's bill by the Authority, FIRM shall be compensated at the preapproved hourly rates and for authorized expenses as set forth in this Agreement. Payments shall be made by Authority within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by Authority with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than ninety (90) days after the due date shall draw interest at ten (10) percent. Invoices shall be submitted to the Authority at the address shown in Section 13.

9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of FIRM, its partners, associates, and employees, was a substantial inducement for Authority to enter into this Agreement. Therefore, FIRM shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of Authority. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of

creditors, or otherwise, without the prior written approval of Authority. Adding attorneys to FIRM, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of Authority or amendment hereof.

10. INDEPENDENT CONTRACTOR

FIRM shall perform all legal services required under this Agreement as an independent contractor of Authority, and shall remain, at all times as to Authority, a wholly independent contractor with only such obligations as are required under this Agreement. Neither FIRM nor any employees or agents of FIRM shall be considered an employee of Authority for any purpose. Neither Authority, nor any of its employees, shall have any control over the manner, mode, or means by which FIRM, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. Authority shall have no voice in the selection, discharge, supervision or control of FIRM employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

11. INSURANCE

FIRM shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Authority, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both FIRM and Authority against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement, with limits of at least One Million Dollars (\$1,000,000.00) for bodily injury by disease, One Million Dollars (\$1,000,000.00) each accident/bodily injury and One Million Dollars (\$1,000,000.00) each employee bodily injury by disease.

(c) Automobile Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) Errors and Omissions Insurance. A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name Authority, its officers, employees and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Authority, its officers,

employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the Authority. In the event any of said policies of insurance are cancelled, FIRM shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Authority. Failure to do so is cause for termination.

12. INDEMNIFICATION

FIRM agrees to indemnify Authority, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "Damages") that may be asserted or claimed by any person, firm or entity arising out of or in connection with any negligent or willful act or omission of FIRM arising from FIRM's performance of or failure to perform any term, provision, covenant or condition of this Agreement; provided, that such obligation is only to the extent FIRM caused the Damages.

Authority acknowledges that FIRM is being appointed as General Counsel. Accordingly, the Authority is responsible pursuant to Government Code section 825 for providing a defense for the General Counsel for actions within the scope of its engagement hereunder. Therefore, Authority agrees to undertake its statutory duty under section 825 and indemnify FIRM, its officers, employees and agents against and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of FIRM within the course and scope of its employment hereunder, but nothing herein shall require Authority to indemnify FIRM for liability arising from FIRM's own negligence, tortious acts, willful misconduct or legal malpractice. Nothing in this agreement shall be construed to provide FIRM with greater indemnification than required by Government Code section 825 or to prohibit the Authority from providing a defense with a reservation of rights as permitted by section 825. In connection herewith:

A. Authority will promptly provide a defense and pay any judgment rendered against the Authority, its officers, agents or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of Authority hereunder except as specified above;

B. In the event FIRM, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Authority for such damages or other claims solely arising out of or in connection with the work operation or activities of Authority hereunder, Authority agrees to pay to FIRM, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees to the extent required by Government Code section 825.

13. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

AUTHORITY: Salinas Valley Solid Waste Authority
Attn: R. Patrick Mathews, General Manager
126 Sun Street
Salinas, CA 93901

ATTORNEY: Burke Williams & Sorensen, LLP
Attn: Roy C. Santos, General Counsel
1999 Harrison Street, Suite 1650
Oakland, CA 94612-3520

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

14. NON-DISCRIMINATION

In connection with the execution of this Agreement, FIRM shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual orientation, or national origin. FIRM shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual orientation, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the State of California, this requirement is an ethical obligation of attorneys in the management of their firms. [Rules of Professional Conduct section 2-400(c)]

15. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, unless terminated by either party hereto. Authority may discharge FIRM at any time. The General Counsel shall have no right to hearing or notice and may be discharged with or without notice. FIRM may withdraw from the Authority's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to Authority.

In the event of such discharge or withdrawal, Authority will pay FIRM professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. Authority agrees to execute, upon request, a stipulation

in such form as to permit FIRM to withdraw as Authority's attorneys of record in any legal action then pending. FIRM shall deliver all documents and records of Authority to Authority, or to counsel designated by Authority, and assist to the fullest extent possible in the orderly transition of all pending matters to Authority's new counsel.

16. CONFLICTS

FIRM represents that it has advised the Authority in writing prior to the date of signing of this Agreement of any known relationships with a third party, the Board or Authority employees which would: (i) present a conflict of interest with the rendering of professional services under this Agreement; (ii) prevent FIRM from performing the terms of this Agreement; and (iii) present a significant opportunity for the disclosure of confidential information.

FIRM has no present or contemplated employment which is adverse to the Authority. FIRM agrees that it shall not represent clients in matters of either litigation or non-litigation against the Authority. However, FIRM may have past and present clients or may have future clients, which, from time to time, may have interests adverse to Authority, and FIRM reserves the right to represent such clients in matters not connected with its representation of the Authority, upon securing a waiver from both the Authority and the present or future client.

If a potential conflict of interest arises in FIRM's representation of two clients, if such conflict is only speculative or minor, FIRM shall seek waivers from each client with regards to such representation. However, if real conflicts exist, FIRM shall withdraw from representing either client in the matter and assist them in obtaining outside special counsel.

17. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Merced County.

18. INTEGRATED AGREEMENT; LEGAL REVIEW; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. Authority has been advised by FIRM of its right to have independent legal review of this Agreement and has not sought or relied upon advice from FIRM concerning this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

19. LICENSE REQUIREMENTS

FIRM shall demonstrate that the attorney(s) who provide legal services to Authority under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the Board or the General Manager why such license is not required to perform the services required.

20. CONFIDENTIALITY AND DISCLOSURE

The data, information and reports acquired or prepared by FIRM in connection with matters upon which the Authority has retained FIRM shall not be shown or distributed to any other public or private person or entity except as authorized by the Board or the General Manager and in no event prior to having been first disclosed to the Board or the General Manager. All information, documents, records, reports, data or other materials furnished by Authority to FIRM or other such information, documents, records, data or other materials to which FIRM has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of Authority. FIRM shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the General Manager.

21. RECORDS AND DOCUMENTATION

FIRM shall maintain complete and accurate records of the services provided to Authority and expenses incurred on behalf of Authority. FIRM agrees to assist Authority in meeting Authority's reporting requirements to other agencies with respect to FIRM's work under this Agreement.

22. ASSIGNMENTS AND SUCCESSORS IN INTEREST

Authority and FIRM bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the General Manager or the Board.

23. NO WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

24. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the Authority.

Dated: June __, 2025

“AUTHORITY”
SALINAS VALLEY SOLID WASTE
AUTHORITY, a Joint Powers Authority


By: _____
Elizabeth Silva, President

ATTEST

Erika Trujillo, Clerk of the Board

Dated: June 17, 2025

“BURKE WILLIAMS & SORENSEN, LLP”

By: 

Benjamin Stock, Esq.

EXHIBIT "A"

STATEMENT OF BILLING PRACTICES

The Firm's fees are charged on an hourly basis for all the time expended and are generally billed monthly with payments due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. Hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of \$0.20 cents per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Except as provided in the next paragraph, travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Merced County. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

The Firm will not charge for mileage between our office and Authority facilities on regularly scheduled meeting days, nor for local telephone calls or calls made to the Authority. In exchange, Firm shall not be charged for calls made or received at the Authority, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged, and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than ninety (90) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the Authority (unless expressly requested by the Authority).

Burke, Williams & Sorensen, LLP

City Attorney and General Counsel

Founded in 1927, Burke is one of a handful of private law firms that originated the practice of public law in California.

Today, with over 170 attorneys and ten offices, we are proud to maintain one of the leading public law practices in the State.

Burke attorneys serve as Contract City Attorney for 38 cities and towns throughout California and as General Counsel for 30 special districts.

Our Public Law Group represents over 200 public agencies as special counsel, in all manner of advisory, transactional, and litigation matters. Our attorneys have experience in virtually every field of public law, including:

OPEN GOVERNMENT

- Ralph M. Brown Act
- Meeting Procedures
- California Public Records Act
- Conflicts of Interest
- Election Contests, Recalls and Initiatives
- First Amendment Issues

COMMUNITY DEVELOPMENT AND PLANNING

- Economic Development
- Growth Management
- Code Enforcement and Receivership
- Cannabis
- Condemnation and Eminent Domain
- Real Estate and Development
- Land Use Planning and Zoning
- Development Agreements
- Historic Preservation
- Sustainability and Green Building
- CEQA and Environmental Law
- Endangered Species
- Telecommunications





LABOR AND EMPLOYMENT

- Personnel Matters
- Meyers-Milias-Brown Act
- ADA Matters
- California FEHA
- CalPERS (PERL, PEPRA, PEMHCA)
- Title VII
- Disciplinary Hearings
- Labor Negotiations
- Grievances
- Police and Section 1983 Civil Rights Claims
- Public Safety Officers Procedural Bill of Rights

MUNICIPAL FINANCE

- Public Finance and Taxation
- AB 1600 Fees
- Asset Foreclosure Mitigation Fee Act

PUBLIC CONTRACTING AND FRANCHISES

- Public Works and Contracts
- Franchises and Utilities
- Solid Waste Franchising

ENVIRONMENTAL

- Stormwater and Urban Runoff Permitting
- Stormwater, NPDES and Clean Water Act
- Water and Water Quality
- Water Law and Public Trust

HOUSING

- Housing and HCD compliance matters
- Housing Element Law
- Rent Control

LITIGATION

- Trial and Appellate Litigation
- Tort Liability

INTERGOVERNMENTAL RELATIONS

- Joint Powers Authorities
- Annexation and Incorporation – LAFCO Proceedings

Key Contact:

Eric S. Vail, Partner and Chair

Public Law Practice Group

Email: evail@bwslaw.com | Direct: 951.801.6625

BURKE, WILLIAMS & SORENSEN, LLP

Burke, Williams & Sorensen, LLP is a California limited liability partnership. Burke is comprised of 30 owners under the leadership of a Management Committee and Managing Partner. The firm's Managing Partner, John Welsh, has served continuously in that capacity since January 1, 1997. Firm management includes owners who practice substantially or entirely in the area of municipal law, and the firm has a longstanding commitment to the needs of its municipal clients. Details of our firm are listed below.

Firm Name	Burke, Williams & Sorensen, LLP
Founded	1927
Headquarters Office	Burke, Williams & Sorensen, LLP 444 South Flower Street, 40 th Floor Los Angeles, CA 90071 Tel: 213.236.2835 Email: gmurphy@bwslaw.com
Number of Attorneys/Staff	174/90
Additional Firm Offices	
Inland Empire 1770 Iowa Avenue, Suite 240 Riverside, California 92507 Tel: 951.788.0100 Fax: 951.788.5785	San Francisco 1 California Street, Suite 3050 San Francisco, California 94111 Tel: 415.655.8100 Fax: 415.655.8099
Oakland 1999 Harrison Street, Suite 1650 Oakland, California 94612 Tel: 510.273.8780 Fax: 510.839.9104	Silicon Valley 60 South Market Street, Suite 1000 San Jose, California 95113 Tel: 408.606.6300 Fax: 408.606.6333
Orange County 18300 Von Karman Avenue, Suite 650 Irvine, California 92612 Tel: 949.863.3363 Fax: 949.863.3350	San Rafael 181 Third Street, Suite 200 San Rafael, California 94901 Tel: 415.755.2600 Fax: 415.482.7542
Palm Desert 73-929 Larrea Street, Suite 4A Palm Desert, California 92260 Tel: 760.776.5600 Fax: 760.776.5602	Ventura County 2310 East Ponderosa Drive, Suite 25 Camarillo, California 93010 Tel: 805.987.3468 Fax: 805.482.9834
San Diego 501 West Broadway, Suite 1600 San Diego, California 92101 Tel: 619.814.5800 Fax: 619.814.6799	

Firm Qualifications

Burke was founded in 1927 and for over 95 years, the representation of public agencies has been the cornerstone of Burke's legal practice. Burke provides public entities with a full range of legal, advisory, transactional, and litigation services organized into ten practice groups: Public Law; Labor and Employment Law; Construction Law; Litigation; Eminent Domain; Environmental, Land Use and Natural Resources; Real Estate and Business Law; Insurance Coverage and Litigation; Intellectual Property; and Education Law. The firm's attorneys serve clients from ten offices throughout California. With regional offices in Los Angeles, the Inland Empire, Marin County, Oakland, Orange County, Palm Desert, San Diego, San Francisco, Silicon Valley, and Ventura County, as well as modern modes of communication and travel, we can easily be where our clients need us to be, when they need us to be there.

The legal environment in which public entities are required to function is both diverse and complex. Recognizing this, our Public Law Practice Group contains many sub-groups and teams allowing our attorneys to specialize in particular areas of public law while still maintaining general public law expertise. These sub-groups include, but are not limited to, the following:

Public Entity Administration and Municipal Law

- Open Meetings Laws (Brown Act)
- Public Records Act
- Conflicts of Interest
- Election Law Issues – Initiative, Referendum and Recall
- Public Finance and Taxation
- Public Works and Contracts
- Solid Waste Franchising
- Trial and Appellate Litigation
- Asset Foreclosure
- Section 1983 Civil Rights Claims

Land Use and Environmental Law

- Land Use Planning and Zoning
- California Environmental Quality Act (CEQA)
- Development Agreements
- Growth Management
- Historic Preservation
- Annexation and Incorporation – LAFCO Proceedings
- Redevelopment and Economic Development
- Endangered Species
- Sustainability and Green Building
- Water Law and Public Trust

Public Sector Labor and Employment

- Grievances
- Labor Negotiations
- Disciplinary Hearings
- Personnel Advice
- Trial and Appellate Litigation
- Meyers-Milias-Brown Act
- Public Safety Officers Procedural Bill of Rights
- Title VII
- California FEHA
- ADA
- CalPERS (PERL, PEPRA, PEMHCA)

More than one-half of our work is for public entities and we currently serve the legal needs of over 200 governmental entities. We are frequent lecturers, speakers, and teachers to numerous associations and clients. Our public lawyers collectively have hundreds of years of experience as general and special counsel for special districts, cities, towns, counties, and other public agencies. The biographies of all of our lawyers, with descriptions of their expertise and experience, can be found on our website at www.bwslaw.com.

Burke's Public Law Practice

Burke is one of a handful of private law firms that originated the practice of public law in California. One of our founding partners, Louis Burke, helped form the municipal law department of the League of California Cities and was one of two Burke partners to serve as a California Supreme Court Justice. We are proud to maintain one of the preeminent public law practices in the State.

Our Public Law Group represents over 200 public agencies as City Attorney, General Counsel, or special counsel in all manner of advisory, transactional, and litigation matters. Our attorneys have experience in virtually every field of public law. For Ojai, this means that should the City wish to consult an expert in a particular area of public law, we are able to provide the expertise and experience needed on nearly any topic that may arise, including:

- Brown Act Issues
- Public Records Act Issues
- Conflicts of Interest
- Election Contests, Recalls and Initiatives
- First Amendment Issues
- Cannabis
- Real Estate and Development
- Land Use Planning and Zoning
- CEQA and Environmental Law
- Endangered Species
- Condemnation and Eminent Domain
- Code Enforcement and Receivership
- Housing and HCD compliance matters
- Housing Element Law
- Rent Control
- Economic Development
- Sustainability and Green Building
- Development Agreements
- Growth Management
- Annexation and Incorporation – LAFCO Proceedings
- Historic Preservation
- Public Works and Contracts
- Joint Powers Authorities
- AB 1600 Fees
- Trial and Appellate Litigation
- Tort Liability
- Franchises and Utilities
- Stormwater, NPDES and Clean Water Act
- Public Finance and Taxation
- Asset Foreclosure Mitigation Fee Act
- Telecommunications
- Solid Waste Franchising
- Water and Water Quality
- Stormwater and Urban Runoff Permitting
- Water Law and Public Trust
- Labor Negotiations
- Personnel Matters
- Police and Section 1983 Civil Rights Claims
- Grievances
- Meyers-Milias-Brown Act
- Title VII
- CalPERS (PERL, PEPRA, PEMHCA)
- Disciplinary Hearings
- Public Safety Officers Procedural Bill of Rights
- California FEHA
- ADA Matters
- Workers' Compensation and Employee Benefits

City Attorney Experience

Burke's attorneys currently serve as City or Town Attorney for the following California cities and towns.

City/Town	Service Began
City of Alhambra	1976
City of Arvin	2025
City of Bellflower	2022
City of Benicia	2018
City of Buellton	1991
City of California City	2023
City of Calistoga	2010
City of Camarillo	1964
City of Capitola	2019
City of Carmel-by-the-Sea	2019
City of Cathedral City	2016
City of Coronado	2020
City of Eastvale	2018
City of Foster City	2021
City of Healdsburg	2017
City of Lawndale	2021
City of Lemon Grove	2021
City of Livingston	2025
City of Menlo Park	2021
City of Monterey Park	2022

City/Town	Service Began
Town of Moraga	2010
City of Pacific Grove	2022
City of Pacifica	2010
City of Piedmont	2010
City of Rialto	2020
City of Rohnert Park	2010
City of Rolling Hills Estates	1979
City of Rosemead	2007
Town of Ross	2018
City of San Clemente	2023
City of San Marino	2021
City of Santa Clarita	1987
City of Simi Valley	2023
City of Solana Beach	2020
City of Temple City	2008
Town of Tiburon	2015
City of Watsonville	2022
City of Wildomar	2008
Town of Yucca Valley	2018

Over our decades of experience in public law, we have advised on, prepared policies for, or litigated virtually every need and circumstance confronted by a local government entity in California. In addition to providing legal advice, we proactively anticipate the needs of our clients so that we can work collaboratively to find creative, cost-effective solutions to their legal issues.

We regularly work closely with City staff in the preparation of agendas and agenda packets, including reviewing agenda descriptions for open and closed session items and preparing and reviewing staff reports, resolutions, and ordinances. We routinely participate in City Council and Commission meetings and have substantial experience working with clients to ensure compliance with Brown Act and due process requirements. We frequently conduct trainings and workshops on public agency ethics (AB 1234), the Brown Act, the Public Records Act, as well as emerging areas of law. We track the development of significant relevant legislation and court rulings and regularly publish updates and analyses.

Exhibit D

RESOLUTION NO. 2019 - 13

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING THE AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES WITH ALESHIRE
AND WYNDER LLP ATTORNEYS AT LAW**

WHEREAS, on February 19, 2019 the Authority received and considered four proposal from qualified firms to provide General Counsel Legal Services; and,

WHEREAS, the two top rated proposers where selected by the Executive Committee and approved by the Board of Directors for Interviews on March 21, 2019 and where interviewed on April 4, 2019 by the Executive Committee; and

WHEREAS, the Executive Committee provided the Board of Directors a recommendation in considering both the written proposals and interviews: and,

WHEREAS, the Board of Directors has considered the recommendations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the President of the Board of Directors is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute the agreement for Authority General Counsel Legal Services with Aleshire and Wynder LLP Attorneys at Law.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 18th day of April 2019, by the following vote:

AYES: BOARD MEMBERS: CROMEENES, CULLEN, DE LA ROSA, LARA, LOPEZ, SILVA, TIPTON, VILLEGAS

NOES: BOARD MEMBERS: NONE

ABSENT: BOARD MEMBERS: PHILLIPS

ABSTAIN: BOARD MEMBERS: NONE

ATTEST:



Erika J. Trujillo, Clerk of the Board



Robert Cullen, President

**CONTRACT SERVICES AGREEMENT FOR
GENERAL COUNSEL SERVICES
SALINAS VALLEY SOLID WASTE AUTHORITY**

This **CONTRACT SERVICES AGREEMENT FOR GENERAL COUNSEL SERVICES** (the "Agreement") is effective as of the 18th day of April, 2019, by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W" or "Firm"), and the SALINAS VALLEY SOLID WASTE AUTHORITY ("Authority"), a joint powers authority. The term "Authority" shall also include all other Authority boards, committees and commissions.

1. APPOINTMENT

The Board hereby appoints A&W as the General Counsel to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the Board, committees and all other boards and bodies of the Authority, and its affiliated agencies, as directed by the Authority. As of the effective date of this Agreement, Roy C. Santos is appointed and designated as the Authority's General Counsel and Tommi R. Saghatelian is appointed and designated as the Authority's Assistant General Counsel on behalf of A&W.

A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace or substitute the appointed and designated General Counsel (or any successors to such person) without the Board's prior approval, except from time to time as may be necessary due to illness or vacation scheduling. Approval of any such temporary replacement or substitute General Counsel, or of any Assistant General Counsel, shall be obtained from the General Manager. General Counsel may appoint various attorneys within A&W as Deputy General Counsel as deemed appropriate, without the need for amendment hereof.

2. SCOPE OF WORK AND DUTIES

2.1 A&W shall perform any and all work necessary for the provision of General Counsel services to Authority, including, but not limited to, the following:

a. Attendance at Board, committee, or any other affiliated entities' regular meetings, unless excused by the General Manager or his/her designee, and all other board, committee and commission meetings on request of the General Manager or his/her designee; and

b. Provide legal advice, written legal opinions, and consultation on all matters affecting the Authority to the Board, General Manager, boards, commissions, committees, officers, and employees of the Authority and as requested by the Board, the General Manager, or his/her designee, in accordance with such policies and procedures as may be established by the Authority from time to time; and

c. Be available for telephone consultation with Authority staff, as needed on legal matters which are within their area of operation; and

d. Prepare or review necessary legal documents such as: all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandum of understanding; franchise agreements; and all similar documents; and

e. Represent and advise the Authority on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the Authority until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of the Authority; and

f. Hold office hours at a time and place agreed to with the General Manager; and

g. Attend management staff and agenda review meetings at a time agreed to with General Manager; and

h. Monitor pending and current legislation and case law as appropriate; and

i. Supervise outside legal services, if any.

2.2 A&W, as a full-service law firm, is prepared to, and will, provide representation to the Authority in all of its legal affairs, including, but not limited to, public agency law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the Board may otherwise direct. The General Counsel shall represent the Authority in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the Board.

2.3 The General Counsel will keep the Authority informed as to the progress and status of all pending matters in accordance with such procedures as the Authority may establish from time to time. The General Counsel is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by the Board, such special counsel shall be supervised by the General Counsel.

2.4 All legal services shall be coordinated under the direction of the General Manager. Notwithstanding any other provision contained herein, any legal services can only be authorized by the Board or General Manager. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Board, at any time, to assign or reassign any legal matter of the Authority from or to A&W.

3. AUTHORITY DUTIES

Authority agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent the Authority desires services to be rendered on site, Authority, at the Authority's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the General Manager, as may be necessary therefor. Authority further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses. In addition, the Authority understands that the fee structure herein represents a blending of rates, with certain services offered at discounted rates, on the assumption that, due to the volume of work, other services will be rendered at higher rates. Therefore, insofar as possible and unless A&W lacks the experience, capability or resources, it is the intent of the parties hereto that all matters of the Authority requiring the rendition of legal services shall be performed by A&W. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the Board, at any time, to assign or reassign legal matters of the Authority from or to A&W.

4. PERSONNEL

In addition to Roy C. Santos acting as General Counsel, A&W will provide the following additional attorneys to render the predominate legal services hereunder:

Assistant General Counsel	Tommi R. Saghatelian
Deputy General Counsel (Land Use/Environmental)	Shannon L. Chaffin
Deputy General Counsel (Litigation)	Michelle E. Sassano
Special Counsel (Litigation, CEQA)	Anthony R. Taylor
Special Counsel (Special Projects/Conflicts of Interest)	Hilda Cantú Montoy
Special Counsel (Real Estate)	Anne N. Lanphar

Assignments may be modified as provided in Section 1 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibits "A" and "B" attached hereto and incorporated herein by this reference.

In general, the arrangement is that there is a base amount of hours which are significantly discounted and referred to as the general services hours. This includes general services, attending

public meetings, preparing contracts, giving general advice to Authority departments and similar services. Special services, including a broad range of categories (litigation, risk management, personnel, administrative hearings, labor negotiations, toxics, real estate negotiations and contracts, etc.), which would otherwise be likely to be contracted out as special services at higher rates, are billed at a higher rate. Public finance matters are charged as set forth below in Section 6 and in the exhibits.

The foregoing arrangement would remain in effect until July 1, 2022 and thereafter until amended. However, the hourly rates of the attorneys at A&W are reviewed annually and, when appropriate, adjusted to reflect increases in expertise as well as other appropriate factors. Such increases are made on an annual basis, effective as of the beginning of each calendar year. While the hourly rates for services rendered by individual A&W attorneys may be adjusted as set forth herein, the "rates" established in this Agreement shall not be adjusted except as provided here, and only upon the approval of the Board.

6. BOND OR FINANCIAL SERVICES

Bond or Financial Services shall mean those situations where A&W acts as Legal Counsel for the Authority with regard to the issuance of debt, loans, certificates of participation including formation of assessment or community facilities districts; after review and accord of the proposed issue by independent review Counsel if selected by the Authority, A&W shall be compensated for Bond or Financial Services as provided in Exhibit "A" and "B."

7. COSTS AND OTHER CHARGES

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by the Authority. These costs and expenses are described in more detail in Exhibit "B", attached hereto, and incorporated herein by reference. The Authority agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). The Authority will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior written agreement of the Authority. A&W will select any investigators, consultants, or experts to be hired only after consultation with the Authority.

The cost and expenses referred to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the Authority. Except in connection with litigation and administrative hearings, travel costs will not be charged to the Authority. Periodically, when on-site, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the Authority. A&W will not be charged for such expenses and, in exchange, will not charge the Authority for calls made from our office or other locations to the Authority.

8. STATEMENTS AND PAYMENT

A&W shall render to the Authority a statement for fees, costs, and expenses incurred on a monthly basis. Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with Authority funding categories or to track project costs, or such other basis as the Authority may direct. Reimbursable costs shall be separately itemized.

In consideration for A&W's performance of legal services on behalf of the Authority under the terms of this Agreement, and upon review and approval of A&W's bill by the Authority, A&W shall be compensated at the preapproved hourly rates and for authorized expenses as set forth in Exhibit "B." Payments shall be made by the Authority within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by Authority with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the legal rate. Invoices shall be submitted to the Authority at the address shown in Section 13.

9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for the Authority to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of the Authority. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of the Authority. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of the Authority or amendment hereof.

10. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement as an independent contractor of the Authority, and shall remain, at all times as to the Authority, a wholly independent contractor with only such obligations as are required under this Agreement. Neither A&W nor any employees or agents of A&W shall be considered an employee of the Authority for any purpose. Neither the Authority, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Authority shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

11. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the Authority, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

11.1 **Comprehensive General Liability Insurance.** A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

11.2 **Workers' Compensation Insurance.** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and the Authority against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

11.3 **Automobile Insurance.** A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

11.4 **Errors and Omissions Insurance.** A policy of professional liability insurance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name the Authority, its officers, employees and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the Authority, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the Authority. In the event any of said policies of insurance are cancelled, A&W shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Authority. Failure to do so is cause for termination.

12. INDEMNIFICATION

12.1 A&W agrees to indemnify the Authority, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities

arise from the negligence or willful misconduct of the Authority, its officers, agents or employees.

12.2 The Authority acknowledges that A&W is being appointed as the General Counsel and has the authority of that office. Accordingly, the Authority is responsible pursuant to Government Code Section 825 for providing a defense for the General Counsel, Assistant General Counsel and Deputies for actions within the scope of A&W's engagement hereunder. Therefore, the Authority agrees to undertake its statutory duty under section 825 and indemnify A&W, its officers, employees and agents against and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W within the course and scope of its employment hereunder, but nothing herein shall require the Authority to indemnify A&W for liability arising from A&W's own negligence, tortious acts, willful misconduct or legal malpractice. Nothing in this agreement shall be construed to provide A&W with greater indemnification than required by Government Code section 825 or to prohibit the Authority from providing a defense with a reservation of rights as permitted by section 825. In connection herewith:

a. The Authority will promptly provide a defense and pay any judgment rendered against the Authority, its officers, agents or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of the Authority hereunder except as specified above;

b. In the event A&W, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Authority for such damages or other claims solely arising out of or in connection with the work operation or activities of the Authority hereunder, the Authority agrees to pay to A&W, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees to the extent required by Government Code section 825.

13. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

AUTHORITY: Salinas Valley Solid Waste Authority
128 Sun Street, Suite 101
Salinas, CA 93901
Attention: General Manager

COUNSEL: Aleshire & Wynder, LLP
2440 Tulare Street, Suite 410
Fresno, California 93721
(559) 445-1580 (office)
(559) 486-1568 (fax)
Attention: Roy C. Santos

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

14. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual orientation, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual orientation, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the State of California, this requirement is an ethical obligation of attorneys in the management of their firms. [Rules of Professional Conduct Section 2-400(c).]

15. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. The Authority may discharge A&W at any time. The General Counsel shall have no right to hearing or notice, and may be discharged with or without notice. A&W may withdraw from the Authority's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to the Authority.

In the event of such discharge or withdrawal, the Authority will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. The Authority agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as the Authority's attorneys of record in any legal action then pending. A&W shall deliver all documents and records of the Authority to the Authority, or to counsel designated by the Authority, and assist to the fullest extent possible in the orderly transition of all pending matters to the Authority's new counsel.

16. CONFLICTS

A&W represents that it has advised the Authority in writing prior to the date of signing of this Agreement of any known relationships with a third party, the Board or Authority employees

which would: (i) present a conflict of interest with the rendering of professional services under this Agreement; (ii) prevent A&W from performing the terms of this Agreement; and (iii) present a significant opportunity for the disclosure of confidential information.

A&W has no present or contemplated employment which is adverse to the Authority. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against the Authority. However, A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to the Authority, and A&W reserves the right to represent such clients in matters not connected with its representation of the Authority, upon securing a waiver from both the Authority and the present or future client.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W shall withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

17. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Monterey County.

18. INTEGRATED AGREEMENT; LEGAL REVIEW; AMENDMENT

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. The Authority has been advised by A&W of its right to have independent legal review of this Agreement and has not sought or relied upon advice from A&W concerning this Agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

19. LICENSE REQUIREMENTS

A&W shall demonstrate that the attorney(s) who provide legal services to the Authority under this Agreement are licensed to practice law in the State of California and, if not, indicate to the satisfaction of the Board or the General Manager why such license is not required to perform the services required.

20. CONFIDENTIALITY AND DISCLOSURE

The data, information and reports acquired or prepared by A&W in connection with matters upon which the Authority has retained A&W shall not be shown or distributed to any other public or private person or entity except as authorized by the Board or the General Manager and in no event prior to having been first disclosed to the Board or the General Manager. All information, documents, records, reports, data or other materials furnished by the Authority to A&W or other such information, documents, records, data or other materials to which A&W has access during its performance pursuant to this Agreement are deemed confidential and shall remain the property of the Authority. A&W shall not make oral or written

disclosure of such documents or materials, other than as necessary for its performance under this Agreement, without the prior written approval of the General Manager.

21. RECORDS AND DOCUMENTATION

A&W shall maintain complete and accurate records of the services provided to the Authority and expenses incurred on behalf of the Authority. A&W agrees to assist the Authority in meeting the Authority's reporting requirements to other agencies with respect to A&W's work under this Agreement.

22. ASSIGNMENTS AND SUCCESSORS IN INTEREST

The Authority and A&W bind themselves, their partners, successors, assigns, executors and administrators to the terms of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement or any of the work provided for in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of the General Manager or the Board.

23. NO WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

24. CORPORATE AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the Authority.

Dated: April 18, 2019

"AUTHORITY"
Salinas Valley Solid Waste Authority,
a joint powers authority

By: 
Patrick Mathews, General Manager

ATTEST:

By: 
Robert Cullen, Board President


Clerk of the Board

Dated: April 8th, 2019

"ALESHIRE & WYNDER, LLP"
By: 
Shannon L. Chaffin, Esq., Equity Partner

EXHIBIT "A"

FEE ARRANGEMENT

A. Hourly Rate:

CLASSIFICATION	HOURLY RATES	
	INITIAL	JULY 1, 2020
General Services	\$205.00	\$210.00
Special Services/ Litigation Services	\$240.00 Partners \$210.00 Associates/Of Counsel	\$245.00 Partners \$215.00 Associates/Of Counsel
Reimbursable	\$285.00 Blended Rate	\$285.00 Blended Rate
Financings	\$350.00 per hour for attorneys, \$165.00 per hour for paralegals/ law clerks	\$350.00 per hour for attorneys, \$165.00 per hour for paralegals/ law clerks
Paralegal/law clerk	\$125.00	\$130.00
Clerk	\$65.00	\$70.00

1. General Legal Services Defined

General Legal Services we define as:

- (i) Providing routine legal advice, consultation, and opinions to the Board, the General Manager and Authority staff.
- (ii) Assisting in the preparation and review of agreements, contracts and related documents, forms, notices, certificates, deeds, and other documents required by the Authority.
- (iii) Attending all Board, and other meetings of the Board and committees of the Authority as deemed necessary.
- (iv) Attend weekly staff meeting.
- (v) Consulting with Board members, the General Manager and Authority staff as needed.
- (vi) Rendering legal advice and opinions concerning legal matters that affect the Authority, the Board, the General Manager and Authority staff, including new legislation and court decisions.
- (vii) Performing research and interpreting laws, court decisions and other legal authorities to prepare legal opinions and to advise the Board, the General Manager and Authority staff on legal matters pertaining to operations of the Authority.
- (viii) Monitoring pending and current state and federal legislation and case law as appropriate.
- (ix) Coordinating the work of outside counsel as needed and as directed by the Board and the General Manager.

- (x) Preparing employment notices including interview notices, administrative leave notices, notice of intended disciplinary action and notice of disciplinary action.
- (xi) Legal analysis of Public Records Act requests and preparation of responses on behalf of the Authority.

We do not charge for travel time or mileage to and from the Authority, but we do charge for travel to attend administrative and judicial proceedings.

2. Special Services Defined

Special Legal Services we define as:

- (i) Personnel administration, administrative hearings and appeals involving personnel and labor matters, fees disputes, etc.
- (ii) Preparing and conducting investigations, representing Authority staff during investigations.
- (iii) Preparation for and attendance at third party depositions of Authority staff.
- (iv) Labor negotiations and preparation of personnel rules and procedures.
- (v) Labor Commissioner, EEOC, DFEH, and PERB hearings.
- (vi) Real estate negotiations, contract preparation and analysis,

In addition, the following constitute special legal services: enterprise funds, major contract negotiations, municipal finance matters (other than bonds and similar financial services), environmental and toxics, and similar matters requiring special expertise.

3. Litigation Legal Services

Litigation legal service rates provided within this proposal apply to the following:

- (i) Civil litigation commenced by or filed against the Authority in state or federal court.
- (ii) Writ of mandate, eminent domain, and small claims actions.
- (iii) Mediations, arbitrations, PERB and OAH hearings.
- (iv) Injunctions, restraining orders, judgment liens, and protective orders.
- (v) State or federal court appellate proceedings.

The litigation services rates provided within this proposal do not include any fees or costs charged by an expert witness or specially retained counsel.

4. Fees Reimbursable by a Third Party

For legal services performed on matters where the Authority is reimbursed by a third party, such as development agreements, we would charge a blended rate of \$285.00 per hour.

5. Public Financing Defined

For public finance services in connection with the issuance or potential issuance of debt, loans, certificates of participation including formation of assessment or community facilities districts, etc., our fee shall be \$350.00 per attorney hour. Paralegal, law clerk, or project specialist time shall be billed at \$165.00 per hour.

Expenses shall be charged at the cost thereof, which expenses shall include the cost of special tax counsel, if applicable, in an amount not to exceed \$5,000.00 and a not to exceed other expenses fee (excluding special tax counsel) of \$2,500.00 per bond transaction.

In addition to the foregoing, A&W would be reimbursed for out-of-pocket expenses as described in the attached Exhibit "B."

B. Cost of Living

Beginning on January 1, 2021, and thereafter annually, to adjust the hourly rates. The proposed adjustment would be adjusted upwards from the hourly rate in effect on December 31 of the previous year, based on either the Consumer Price Index ("CPI") for all urban consumers in the Sacramento-Modesto-Fresno area as published by the United States Government Bureau of Labor Statistics, or the rate of three percent (3%), whichever is higher. The adjustment will be rounded to the nearest dollar (up or down). A&W has the right to waive or reduce the cost of living adjustment authorized pursuant to this Agreement and Exhibit "A."

This arrangement shall remain in effect until amended.

EXHIBIT "B"

STATEMENT OF BILLING PRACTICES

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of twenty cents (\$.20) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

The Firm will not charge for mileage or travel time between our office and Authority facilities, nor for local telephone calls or calls made to the Authority. In exchange, Firm shall not be charged for calls made or received at the Authority, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the Authority (unless expressly requested by the Authority).

Proof of Publication

(2015.5 C.C.P.)

Salinas Newspapers, Inc.
1093 S Main ST STE 101
Salinas CA 93901
831-424-2222/Fax: 831-754-7156

**State Of California ss:
County of Monterey**

SALINAS VALLEY SOLID WASTE
128 SUN ST STE 101

SALINAS CA 93901

RECEIVED

FEB 12 2019

SVSWA

**Notice of Availability of Request
for Proposals
To Provide General Counsel
Services**

The Salinas Valley Solid Waste Authority invites submittal of proposals to provide "General Counsel Services". Proposals must conform to the Request for Proposals available on Tuesday, January 29, 2019, at 128 Sun Street, Suite 101, Salinas. For a copy of the Request for Proposals, please call (831) 775-3012 or e-mail Erika J. Trujillo at erikat@svswa.org.

Sealed proposals will be received in the Authority Clerk's office until 3:00 p.m. on Tuesday, February 19, 2019, at which time proposals will be opened in the Authority's Conference Room.

Feb 2, 2019 (3365231)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I hereby certify that the attached advertisement appeared in said newspaper on the following dates:

Newspaper: **The Salinas Californian**
02/02/19

I acknowledge that I am a principal clerk of the printer of said paper, which is published in the City of Salinas, County of Monterey, State of California. The Salinas Californian is printed and published daily, except Sunday and has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California. El Sol is printed and published weekly on Saturday and has been adjudged a newspaper of general circulation by the Superior Court of Monterey, State of California.

I certify (or declare) under penalty of perjury that the foregoing is true and correct. Executed on this
4th of February 2019.



Declarant

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Feb 2, 2019 (3365231)

Attachment 6 - Exhibit E

Aleshire and Wynder Rates Effective July 1, 2025

Client - 01255 (Salinas Valley Solid Waste Authority)			
		3.70%	2.40%
<u>7/1/24 – 6/30/25 svcs (Agr. Pt.2 of 2)</u>			<u>7/1/25 – 6/30/26 svcs (Agr. Pt.2 of 2)</u>
<u>General Svcs:</u>			<u>General Svcs:</u>
\$255	Blended		\$261
-----			Blended
<u>Litigation & Special Svcs:</u>			<u>Litigation & Special Svcs:</u>
\$298	Partner		\$305
\$260	Assoc & Of Counsel		\$267
-----			Assoc & Of Counsel
<u>Reimbursable Svcs:</u>			<u>Reimbursable Svcs:</u>
\$345	Blended		\$354
-----			Blended
<u>Bond-Financing Svcs:</u>			<u>Bond-Financing Svcs:</u>
\$425	Atty (Blended)		\$435
\$200	Paralegal & Law Clerk		\$205
-----			Paralegal & Law Clerk
\$158	Paralegal (non-Bond svcs)		\$161
\$158	Law Clerk (non-Bond svcs)		\$161
\$85	Document Clerk		\$87