



AGENDA Regular Meeting

BOARD OF DIRECTORS Thursday, January 22, 2026 | 6:00 p.m.

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

This meeting will be held in-person.
Public participation is available virtually via Zoom.
Meeting ID No. : 845 0479 7515 | Passcode: 045206

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: Dennis Donohue
 Salinas: Gloria De La Rosa, *Alt. Vice President*
 Salinas: Jose Luis Barajas
 Gonzales: Elizabeth Silva, *President*
 Soledad: Evarista Bañuelos
 Greenfield: Belén García
 King City: Robert S. Cullen

Alternate Directors

County: Luis Alejo
 Salinas: Aurelio Salazar
 Gonzales: Scott Funk
 Soledad: Ben Caldera
 Greenfield: Marcy Jones
 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.

APPROVAL OF AGENDA

INTERIM GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

GENERAL LEGAL COUNSEL COMMENTS

BOARD DIRECTOR COMMENTS

CLOSED SESSION

Receive public comment from audience before entering into closed session:

- A. Pursuant to **Government Code Section 54957** to confer with General Counsel Roy C. Santos concerning appointment of public agency employee: General Manager.

RECONVENE

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.

ELECTION OF OFFICERS

B. 2026 Election of Officers – President, Vice President, and Alternate Vice President

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

CONSENT AGENDA:

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

- 1a. [Minutes of the December 18, 2025 Special Meeting.](#)
- 1b. [Minutes of the December 18, 2025 Meeting.](#)
2. [November 2025 Claims and Financial Report.](#)
3. [Receive Member and Interagency Activities Report for December 2025.](#)
4. [Receive December 2025 Quarterly Investments Report.](#)
5. [Consideration of A Resolution Authorizing the Submittal of Applications to Any and All Organizations for Grants for which the Salinas Valley Solid Waste Authority is Eligible.](#)
6. [Consideration of A Resolution Authorizing the Submittal of Applications to the California Department of Resources Recycling and Recovery \(CalRecycle\) for All Grants for which the Salinas Valley Solid Waste Authority is Eligible.](#)
7. [Consideration of A Resolution Awarding the Construction Contract for the Johnson Canyon Landfill Module VIII Construction \(CIP 9527\) to Wood Bros., Inc. in the Amount of \\$5,476,650.40.](#)
8. [Consideration of A Resolution Declaring Surplus Property and Authorizing the Interim General Manager/CAO to Dispose of Property.](#)

PUBLIC HEARING

9. [A PUBLIC HEARING IN ACCORDANCE WITH ASSEMBLY BILL 2561/GOVERNMENT CODE SECTION 3502.3](#)
 - A. Receive Report from Monica Zuniga, Human Resources Supervisor
 - B. Board Questions
 - C. Open Public Hearing
 - D. Close Public Hearing
 - E. Board Discussion and Action | Recommended Action – Accept the Report

PRESENTATION

10. [2025 EMPLOYEE SURVEY RESULTS](#)
 - A. Receive Report from Monica Zuniga, Human Resources Supervisor
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | Recommended Action - None; Informational Only
11. [FISCAL YEAR 2025-26 EDIBLE FOOD RECOVERY GRANT AWARDS](#)
 - A. Receive Report from Mandy Brooks, Resource Recovery Manager
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | Recommended Action - None; Informational Only

CONSIDERATION

12. [REQUEST FOR FISCAL YEAR 2026-27 PRELIMINARY BUDGET DIRECTION](#)
 - A. Receive Report from Ray Hendricks, Finance and Administration Manager
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | Recommended Action – Provide Input and Direction

FUTURE AGENDA ITEMS

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

ADJOURNMENT



Meeting Information

To observe the meeting, go to our YouTube channel at <https://www.youtube.com/user/svswa831>. To participate virtually during the meeting join the meeting through Zoom using the following link: <https://us02web.zoom.us/j/84504797515?pwd=Qa97yaYRbJktqLU5UFY5g1as3fHaRa.1>. To participate by telephone dial any of the numbers listed below:

+1 669 900 9128	+1 253 215 8782	+1 346 248 7799	+1 301 715 8592
Meeting ID: 845 0479 7515#		Passcode: 045206	To Raise your Hand press *9 - To Mute or Unmute press *6

Public comments may be emailed to the Clerk of the Board at comment@svswa.org by **9 a.m.** on **Thursday, January 22, 2026**, and should be under 250 words. Staff will try to read all comments into the record, though time limits may prevent some from being read. Comments received after 9 a.m. but before the meeting ends will still be added to the record. Please include the relevant item number in the email subject line.

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 **Thursday, January 15, 2026**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on **Thursday, February 19, 2026**. 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.*

 <p>Report to the Board of Directors</p>	ITEM NO. B
	N/A
	<hr/> Finance and Administration Manager/Controller-Treasurer
<p>Date: January 22, 2026</p> <p>From: Cesar Zuñiga, Interim General Manager/CAO</p> <p>Title: 2026 Election of Officers</p>	<hr/>  Interim General Manager/CAO
	<u>E. Bañuelos & J. Barajas by E.T.</u> Nominating Committee

RECOMMENDATION

Staff recommends that the Board follow the procedures documented in the Authority Code and elect officers for calendar year 2026.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

None

DISCUSSION & ANALYSIS

The Nominating Committee was appointed at the November 20, 2025 meeting (Director Bañuelos and Director Barajas). The Nominating Committee members have provided the recommendation for the re-election to a second one-year term, as permitted by the Authority Code, for the 2026 Authority Officers as follows:

- South County City Representative for President: *Elizabeth Silva*
- Monterey County Representative for Vice President: *Glenn Church*
- City of Salinas Representative for Alternate Vice President: *Gloria De La Rosa*

Election Procedures:

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

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

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

BACKGROUND

The Joint Powers Authority Agreement and Authority Code provides for the election by the Authority Board for the office of President, Vice President, and Alternate Vice President for a term of one year commencing upon election at the regular meeting held in January

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

ATTACHMENT(S)

1. Elections Procedures
2. Elected Officers History

AUTHORITY CODE

2.01.010 SELECTION OF PRESIDENT AND VICE-PRESIDENT

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

2.01.011 SELECTION OF ALTERNATE VICE-PRESIDENT

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

2.01.040 TERM OF OFFICE

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

2.06.010 BOARDS AND COMMISSIONS

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

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

JOINT POWERS AGREEMENT

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

Officers of the Salinas Valley Solid Waste Authority

TERM	PRESIDENT	VICE PRESIDENT	ALTERNATE VICE PRESIDENT
2026			
2025	Liz Silva City of Gonzales	Glenn Church County of Monterey	Gloria De La Rosa City of Salinas
2024	Anthony Rocha City of Salinas	Liz Silva City of Gonzales	Glenn Church County of Monterey
2023	Anthony Rocha City of Salinas	Ben Jimenez City of Soledad	Glenn Church County of Monterey
2022	Chris Lopez County of Monterey	Christie Cromeenes City of Salinas	Andrew Tipton ¹ City of Greenfield
2021	Chris Lopez County of Monterey	Christie Cromeenes City of Salinas	Andrew Tipton City of Greenfield
2020	Rob Cullen South County	Gloria De La Rosa City of Salinas	Chris Lopez County of Monterey
2019	Rob Cullen South County	Gloria De La Rosa City of Salinas	Chris Lopez County of Monterey
2018	Simon Salinas County of Monterey	Rob Cullen South County	Gloria De La Rosa City of Salinas
2017	Simon Salinas County of Monterey	Rob Cullen South County	Gloria De La Rosa City of Salinas
2016	Jyl Lutes ² City of Salinas	Simon Salinas County of Monterey	Richard Perez ³ City of Soledad
2015	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas	Simon Salinas County of Monterey
2014	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas	Simon Salinas County of Monterey
2013	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales	Jyl Lutes City of Salinas
2012	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales	Dennis Donohue City of Salinas
2011	Gloria De La Rosa City of Salinas	Fernando Armenta County of Monterey	Elizabeth Silva City of Gonzales
2010	Gloria De La Rosa City of Salinas	Richard Ortiz ⁴ City of Soledad	Fernando Armenta County of Monterey
2009	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas	Richard Ortiz City of Soledad
2008	George Worthy City of Gonzales	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas
2007	George Worthy City of Gonzales	Lou Calcagno Monterey County	Gloria De La Rosa City of Salinas
2006	Janet Barnes City of Salinas	George Worthy City of Gonzales	Lou Calcagno Monterey County
2005	Janet Barnes City of Salinas	George Worthy City of Gonzales	Lou Calcagno Monterey County
2004	Fernando Armenta Monterey County	Janet Barnes City of Salinas	George Worthy City of Gonzales
2003	Fernando Armenta Monterey County	Janet Barnes City of Salinas	N/A
2002	Zeke Bañales ⁵ City of Greenfield	Fernando Armenta Monterey County	N/A
2001	Jan Collins ⁶ City of Salinas	Zeke Bañales City of Greenfield	N/A

¹ Was not re-elected to City Council

² Was not re-elected to City Council

³ Was not re-elected to City Council

⁴ Was not re-elected to City Council

⁵ Was not re-elected to City Council

⁶ Declined second term – leaving office at end of year

2000	Simon Salinas ⁷ County of Monterey	Jan Collins City of Salinas	N/A
1999	Gary Gerbrandt City of Soledad	Simon Salinas County of Monterey	N/A
1998	Gary Gerbrandt City of Soledad	Simon Salinas County of Monterey	N/A
1997	Juan Olivarez City of Salinas	Fabian Barrera City of Soledad	N/A

⁷ Left office of County Supervisor

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
SPECIAL BOARD MEETING
DECEMBER 18, 2025**
117 Fourth Street, Gonzales, CA 93926

CALL TO ORDER

President Silva called the meeting to order at 2:02 p.m.

ROLL CALL

Board Directors

City of Salinas	Gloria De La Rosa, <i>Alternate Vice President</i>
City of Salinas	Jose Luis Barajas
City of Salinas	Dennis Donohue (<i>arrived at 2:10 p.m.</i>)
City of Gonzales	Elizabeth Silva, <i>President</i>
City of Soledad	Evarista Bañuelos
City of Greenfield	Belen Garcia (Alt)
City of King	Robert Cullen

Absent

County of Monterey	Christopher M. Lopez
County of Monterey	Glenn Church, <i>Vice President</i>
City of Greenfield	Marcy Jones

Staff Member Present

Patrick Mathews, <i>General Manager/CAO</i>
Cesar Zuñiga, <i>Assistant General Manager/Operations Manager</i>
Roy Santos, <i>General Legal Counsel</i>
Ernesto Natera, <i>Business Services Supervisor</i>
Erika J. Trujillo, <i>Clerk of the Board</i>

MEETING ANNOUNCEMENTS

(2:03) 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 (2:04)

Staff Comments: None

Board Discussion: None

Public Comment: None

Motion: Director Cullen made a motion to approve the agenda as presented. Director Bañuelos seconded the motion.

Votes: Motion carried 7,0

Ayes: Bañuelos, Barajas, Cullen, De La Rosa, Donohue, Garcia (Alt), Silva

Noes: None

Abstain: None

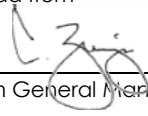
Absent: Church, Lopez, Jones

PUBLIC COMMENT

None

CLOSED SESSION

(2:05) President Silva invited public comment related to items numbered one.

ITEM NO. 1a
Agenda Item

Interim General Manager/CAO
<i>R. Santos by E.T.</i>
Authority General Counsel

1. Pursuant to **Government Code Section 54957** to confer with General Counsel Roy C. Santos, General Manager/CAO Patrick Mathews, and Bob Murray & Associates concerning appointment of public agency employee: General Manager.
2. Pursuant to **Government Code Section** to confer with General Counsel Roy C. Santos and General Manager/CAO Patrick Mathews concerning appointment of public agency employee: Interim General Manager.
3. Pursuant to **Government Code Section 54957.6** to provide instruction to General Manager/CA Patrick Mathews, Assistant General Manager/Operations Manager Cesar Zuñiga, and General Counsel Roy C. Santos to negotiate salaries and benefits of the Salinas Valley Recycles Field Operations Unit.

PUBLIC COMMENT

(2:05) None

ADJOURNED

(2:06) President Silva adjourned the meeting to Closed Session.

(2:10) Director Donohue arrived.

RECONVEN

(5:47) President Silva reconvened the meeting to open session. General Counsel Santos reported that the Board of Directors had taken action on the following two items.

Item No. 1, the Board made a selection and instructed General Counsel Santos to enter into negotiation with the selected candidate for the position of General Manager/CAO.

Item No. 2, the Board of Directors met, voted, and approved the appointment of Interim General Manager/CAO, selecting Cesar Zuñiga to serve as Interim General Manager/CAO, effective December 19, 2025.

No other reportable actions were taken.

ADJOURNED

(5:48) President Silva adjourned the meeting.

APPROVED: _____
Elizabeth Silva, President

Attest: _____
Erika J. Trujillo, Clerk of the Board

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
BOARD MEETING
DECEMBER 18, 2025**
117 Fourth Street, Gonzales, CA 93926

CALL TO ORDER

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

ROLL CALL

Board Directors

City of Salinas	Gloria De La Rosa, <i>Alternate Vice President</i>
City of Salinas	Jose Luis Barajas
City of Salinas	Dennis Donohue (<i>departed at 6:25 p.m.</i>)
City of Gonzales	Elizabeth Silva, <i>President</i>
City of Soledad	Evarista Bañuelos
City of Greenfield	Belen Garcia (Alt)
City of King	Robert Cullen

Absent

County of Monterey	Christopher M. Lopez
County of Monterey	Glenn Church, <i>Vice President</i>
City of Greenfield	Marcy Jones

Staff Member Present

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

MEETING ANNOUNCEMENTS

(6:02) 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 (6:03)

Staff Comments: None

Board Discussion: None

Public Comment: None

Motion: Director Cullen made a motion to approve the agenda as presented. Director Bañuelos seconded the motion.

Votes: Motion carried 7,0

Ayes: Bañuelos, Barajas, Cullen, De La Rosa, Donohue, Garcia (Alt), Silva

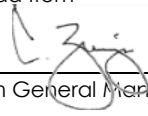
Noes: None

Abstain: None

Absent: Church, Lopez, Jones

ITEM NO. 1b

Agenda Item



Interim General Manager/CAO

R. Santos by E.T.

Authority General Counsel

GENERAL MANAGER/CAO COMMENTS

(6:04) General Manager/CAO Mathews thanked the Board for their support and collaboration throughout the past 17 years.

DEPARTMENT MANAGER COMMENTS

(6:07) Department managers and staff expressed their appreciation to General Manager/CAO Mathews. They wished him well on all his future endeavors. Finance and Administration Manager informed the Board that the Budget cycle would begin at the January 2026 Board meeting.

GENERAL LEGAL COUNSEL COMMENTS

(6:07) General Legal Counsel Santos thanked Mr. Mathews for all of his hard work and wished him well on his retirement. He thanked the Board for all of their collaboration throughout the year and wished everyone a happy holiday season.

BOARD DIRECTOR COMMENTS

(6:08) The Board of Directors thanked Mr. Mathews for his leadership, dedication, and outstanding contributions to environmental stewardship and public service.

PUBLIC COMMENT

(6:10) Andrew Brown, City of Gonzales resident, congratulated Mr. Mathews on his retirement and commented on the Walley Waste Not Birthday event he attended. He expressed his concern about unclear signage leading to the Atlas Organics area at the Johnson Canyon Landfill.

RECOGNITION

A. A PROCLAMATION HONORING R. PATRICK MATHEWS, GENERAL MANAGER/CAO SINCE 2008

President Silva presented General Manager/CAO Mathews with a proclamation honoring his extensive career, splendid leadership, and dedication to the agency.

Public Comment: None

Board Comments: The Board thanked Mr. Mathews for his service and commitment to the Authority, wishing him well in his retirement.

CONSENT AGENDA (6:24)

- 1a. Minutes of the November 14, 2025, Special Meeting.
- 1b. Minutes of the November 20, 2025 Regular Meeting.
- 2. October 2025 Claims and Financial Report.
- 3. Receive Member and Interagency Activities Report for October 2025.
- 4. Resolution No. 2025-61 Approving Amendment No. 2 Authorizing a One-and a Half Year Extension to the Professional Services Agreement with Pace Analytical Services LLC to Provide Environmental Laboratory Services in the Amount of \$299,290.
- 5. Resolution No. 2025-62 Approving Adopting the 2025-26 Strategic Plan Goals and Priorities.
- 6. Resolution No. 2025-63 Approving Amendment No. 1 to the Memorandum of Understanding Between the Salinas Valley Solid Waste Authority and the Salinas Valley Recycles Field Operations Unit and the Revised Salary Schedule Effective July 1, 2026.

Public Comment: None

Board Discussion: None

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

Votes: Motion carried 7,0

Ayes: Bañuelos, Barajas, Cullen, De La Rosa, Donohue, Garcia (Alt), Silva
 Noes: None
 Abstain: None
 Absent: Church, Jones, Lopez

PRESENTATION

7. A FUTURE WITHOUT LANDFILLS

(6:24) General Manager/CAO Mathews presented an outline of the history of the Authority's accomplishments and long-term financial recovery. The presentation highlighted a major turnaround from financial challenges during the early years of the agency to a strong positive net position in 2025, the improved bond ratings, the diversified revenues with reduced reliance on landfill fees to fund recycling programs, and the limited debt with bonds expected to be paid off by 2031. Mrs. Mathews noted the sound financial management, long-term planning, and the combined efforts of the board, leadership, and staff in building a financially stable and environmentally responsible organization prepared for future needs.

Public Comment: None

Board Discussion: The Board discussed the report and thanked Mr. Mathews for his dedication to advancing the agency during his leadership.

Motion: None; Informational Only

CONSIDERATION

8. CONSIDERATION ON THE PROPOSALS RECEIVED FROM THE REQUEST FOR EXPRESSION OF INTEREST AND STATEMENT OF QUALIFICATIONS FOR ADVANCED ORGANICS RECOVERY TECHNOLOGY AT JOHNSON CANYON LANDFILL AND COMPOSTING FACILITY; AND CONSIDERATION OF THE RELEASE OF A FORMAL REQUEST FOR PROPOSALS FOR ADVANCED ORGANICS RECOVERY TECHNOLOGY AT JOHNSON CANYON LANDFILL AND COMPOSTING FACILITY

(6:43) Resource Recovery Manager Brooks provided a presentation on efforts at the Johnson Canyon Landfill to evaluate advanced organics recovery technologies to help meet goals of diverting at least 75% of waste and maintaining 50 years of landfill capacity. In August 2025, a Request for Expressions of Interest and Statement of Qualifications was released to identify vendors capable of recovering organic waste and converting it into useful products or energy. The solicitation received five proposals, all involving mechanical pre-processing and technologies such as anaerobic digestion, autoclaving, and composting. She indicated that all five proposals were deemed qualified and recommended inviting them to submit formal proposals through the release of a formal Request for Proposals process.

Public Comment: None

Board Discussion: The Board discussed the report.

Motion: By consensus the Board directed staff to release the formal request for proposals.

FUTURE AGENDA ITEMS (6:59)

9. AGENDA ITEMS – VIEW AHEAD SCHEDULE

General Manager/CAO Mathews reviewed the view ahead.

CLOSED SESSION

(7:00) President Silva invited public comment related to item numbered ten.

10. Pursuant to **Government Code Section 54956.8** to confer with General Counsel Roy C. Santos and real property negotiators General Manager/CAO Patrick Mathews, and Asst.

GM/Ops Manager Cesar Zuñiga, concerning the possible terms and conditions of acquisition, lease, exchange or sale of **1)** APNs 003-051-086 and 003-051-087.

PUBLIC COMMENT

(7:00) None

ADJOURNED

(7:01) President Silva adjourned the meeting to Closed Session.

RECONVEN

(7:19) President Silva reconvened the meeting to open session. General Counsel Santos reported that the Board considered item number ten and has accepted the purchase offer from Monterey-Salinas Transit (MST) District for the purchase of the properties APNs 003-051-086 and 003-051-087, contingent on the execution of a purchase of sale agreement to be negotiated by Interim General Manager/CAO Zuñiga and General Counsel Santos.

ADJOURNED

(7:20) Director Barajas made a motion to adjourn the meeting. Director Bañuelos seconded the motion. President Silva adjourned the meeting.

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

Interim General Manager/CAO

N/A

General Legal Counsel

Date: January 22, 2026
From: C. Ray Hendricks, Finance and Administration Manager
Title: November 2025 Claims and Financial Reports

RECOMMENDATIONS

The Executive Committee recommends acceptance of the November 2025 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of November for a summary of the Authority's financial position as of November 30, 2025. The following are highlights of the Authority's financial activity for the month of November.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of November 2025, operating revenues exceeded expenditures by \$629,548

Revenues (Consolidated Statement of Revenues and Expenditures)

	November Budget	November Actual	Over/ (Under)	
Tipping Fees - Solid Waste	1,287,764	1,237,710	(50,054)	-3.9%
Tipping Fees - Diverted Materials	285,427	257,459	(27,968)	-9.8%
Other Revenues	709,465	704,320	(5,145)	-0.7%
Total Revenue	2,282,657	2,199,489	(83,168)	-3.6%

Solid Waste revenues for November were \$50,054 or 3.9% under budgeted amounts. Diverted Material revenues for November were \$27,968 or 9.8% under budgeted amounts. November total revenue was \$83,168 or 3.6% under budgeted amounts.

	Y-T-D Budget	Y-T-D Actual	Over/ (Under)	
Tipping Fees - Solid Waste	6,626,890	6,840,963	214,073	3.2%
Tipping Fees - Diverted Materials	1,519,424	1,519,466	42	0.0%
Other Revenues	3,917,683	4,203,757	286,074	7.3%
Total Revenue	<u>12,063,997</u>	<u>12,564,186</u>	<u>500,189</u>	4.1%

Solid Waste revenues year to date as of November were \$214,073 or 3.2% over budgeted amounts. Diverted Material revenues year to date as of November were \$42 or 0.0% over budgeted amounts. Year to date total revenue as of November was \$500,189 or 4.1% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of November 30, 2025 (41.7% of the fiscal year), year-to-date operating expenditures totaled \$10,930,717. This is 44.1% of the operating budget of \$24,810,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of November 2025, capital project expenditures totaled \$666,391. \$451,313 was for Equipment Replacement. \$68,725 was for JC LFG System Improvements. \$63,070 was for SB1383 Local Assistance Project. \$28,199 was for JC Module Engineering and Construction. \$15,480 was for CH Postclosure Maintenance. \$13,921 was for the North County Transfer Station. \$10,419 was for the LR Postclosure Maintenance.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of November 2025 is attached for review and acceptance. November disbursements totaled \$2,137,799.55 of which \$765,910.01 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 November 2025.

Vendor	Services	Amount
The Pape' Group Inc.	2022 John Deere Grader	\$451,312.50
Atlas Organics CU11, LLC	Monthly Organics Processing and Procurement	\$175,539.70
Southern Counties Lubricants LLC	Monthly Vehicle and Equipment Fuel	\$75,604.05
Con-Wall, Inc.	Tarps & Tarp Deployment Machine	\$50,982.20

Cash Balances

The Authority's cash position increased by \$104,380.21 during November to \$38,181,673.72. Most of the cash balance is restricted, held in trust, committed, or assigned as shown below. Cash for Capital Improvements and post closure funded from operations is transferred at the beginning of the year. Additionally, cash for debt service principal payments is transferred in July. While these transfers and payments leave the balance available for operations with a negative balance, profitable operations should improve the balance to a positive amount by the end of the fiscal year.

Restricted by Legal Agreements:

Johnson Canyon Closure Fund	5,283,081.38
Restricted for Pension Liabilities (115 Trust)	323,036.44
State & Federal Grants	24,473.50
BNY - Bond 2022A Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	169,164.42
Employee Unreimbursed Medical Claims	4,841.27

Committed by Board Policy:

AB939 Services	329,431.02
Undesignated Fund Balance	-
Designated for Capital Projects Reserve	7,820,099.98
Designated for Environmental Impairment Reserve	3,987,495.31
Designated for Operating Reserve	4,573,008.43
Expansion Fund (South Valley Revenues)	5,330,164.67

Assigned to Post Closure and Capital Improvements

Crazy Horse Post Closure	918,702.62
Lewis Road Post Closure	288,183.78
Jolon Road Post Closure	204,704.42
Johnson Canyon Post Closure	2,915,984.15
Capital Improvement Projects	9,694,839.19

Available for Operations: (3,685,536.86)

Total 38,181,673.72

ATTACHMENTS

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

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending November 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	15,075,000	1,237,710	6,840,963	45.4 %	8,234,037	0	8,234,037
Tipping Fees - Diverted Materials	3,577,500	257,459	1,519,466	42.5 %	2,058,034	0	2,058,034
AB939 Service Fee	5,650,200	470,852	2,354,260	41.7 %	3,295,940	0	3,295,940
Charges for Services	2,622,000	213,037	1,260,717	48.1 %	1,361,283	0	1,361,283
Sales of Materials	175,000	9,514	56,315	32.2 %	118,685	0	118,685
Gas Royalties	340,000	0	82,579	24.3 %	257,422	0	257,422
Investment Earnings	800,000	3,167	381,979	47.7 %	418,021	0	418,021
Rental Income	165,000	7,750	67,907	41.2 %	97,093	0	97,093
Total Revenue	28,404,700	2,199,488	12,564,185	44.2 %	15,840,515	0	15,840,515
<u>Expense Summary</u>							
Executive Administration	599,900	51,320	235,760	39.3 %	364,140	0	364,140
Administrative Support	556,100	37,378	209,933	37.8 %	346,167	29,176	316,991
Human Resources Administration	512,500	73,799	232,940	45.5 %	279,560	11,727	267,833
Clerk of the Board	253,400	16,086	87,733	34.6 %	165,667	0	165,667
Finance Administration	1,069,900	84,903	393,846	36.8 %	676,054	2,743	673,311
Operations Administration	848,000	54,838	262,884	31.0 %	585,116	6,145	578,971
Resource Recovery	1,541,600	98,415	543,361	35.2 %	998,239	4,722	993,517
Marketing	100,600	17,943	30,662	30.5 %	69,938	60,891	9,047
Public Education	247,400	7,420	58,061	23.5 %	189,339	61,628	127,711
Household Hazardous Waste	1,173,700	59,054	333,379	28.4 %	840,321	112,618	727,704
C & D Diversion	377,700	17,389	62,563	16.6 %	315,137	47,765	267,371
Organics Diversion	2,367,800	179,213	796,003	33.6 %	1,571,797	1,285,949	285,848
Diversion Services	40,000	5,040	11,959	29.9 %	28,041	0	28,041
JR Transfer Station	1,006,000	49,902	318,376	31.6 %	687,624	2,915	684,710
JR Recycling Operations	247,400	20,444	93,488	37.8 %	153,912	0	153,912

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending November 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	2,034,300	158,140	897,962	44.1 %	1,136,338	9,785	1,126,553
ML Recycling Operations	677,000	41,197	213,576	31.5 %	463,424	0	463,424
JC Landfill Operations	5,059,200	387,302	2,100,288	41.5 %	2,958,912	723,686	2,235,226
JC Recycling Operations	620,600	34,335	158,709	25.6 %	461,891	51,107	410,784
Johnson Canyon ECS	631,200	62,331	229,700	36.4 %	401,500	45,033	356,467
Sun Street ECS	193,400	1,660	78,686	40.7 %	114,714	944	113,770
Debt Service - Interest	341,000	0	181,666	53.3 %	159,334	0	159,334
Debt Service - Principal	2,770,000	0	2,770,000	100.0 %	0	0	0
Closure/Post Closure Set-Aside	416,300	22,935	129,037	31.0 %	287,263	0	287,263
Cell Construction Set-Aside	1,125,000	88,896	500,145	44.5 %	624,855	0	624,855
Total Expense	24,810,000	1,569,941	10,930,717	44.1 %	13,879,283	2,456,832	11,422,451
Revenue Over/(Under) Expenses	3,594,700	629,548	1,633,468	45.4 %	1,961,232	(2,456,832)	4,418,064

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending November 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	1,024,227	15,480	355,686	34.7 %	668,541	83,655	584,887
Total Fund 131 - Crazy Horse Post-Closure F	1,274,227	15,480	355,686	27.9 %	918,541	83,655	834,887
<u>Fund 141 - Lewis Road Post-Closure Fund</u>							
141 9403 LR Postclosure Maintenance	408,533	10,419	120,714	29.5 %	287,819	29,093	258,726
Total Fund 141 - Lewis Road Post-Closure F	408,533	10,419	120,714	29.5 %	287,819	29,093	258,726
<u>Fund 161 - Jolon Road Post-Closure Fund</u>							
161 9604 JR Postclosure Maintenance	503,320	6,364	298,611	59.3 %	204,709	12,107	192,601
Total Fund 161 - Jolon Road Post-Closure F	503,320	6,364	298,611	59.3 %	204,709	12,107	192,601
<u>Fund 211 - Grants</u>							
211 9025 Admin Office - Electric Vehicle Char	144,364	0	71,561	49.6 %	72,803	72,803	0
211 9231 Tire Amnesty 2023-24	5,681	0	5,681	100.0 %	0	0	0
211 9232 SB1383 Local Assistance Grant Prc	152,964	33,834	68,051	44.5 %	84,913	0	84,913
211 9262 CalRecycle - Household Hazardous	9,598	0	9,598	100.0 %	0	0	0
211 9264 Cal Recycle - 2023-24 CCPP	14,458	2,956	11,694	80.9 %	2,764	0	2,764
211 9265 Cal Recycle - 2024-25 CCPP	22,224	3,661	13,867	62.4 %	8,357	0	8,357
Total Fund 211 - Grants	349,289	40,451	180,452	51.7 %	168,838	72,803	96,035
<u>Fund 800 - Capital Improvement Projects Fu</u>							
800 9025 Admin Office - Electric Vehicle Char	115,636	0	20,571	17.8 %	95,065	73,227	21,838
800 9101 Equipment Replacement	2,705,123	451,313	871,393	32.2 %	1,833,730	0	1,833,730
800 9106 Waste Characterization Study	420,000	0	0	0.0 %	420,000	399,307	20,693
800 9214 Organics Program Equipment Repl	676,289	0	412,582	61.0 %	263,707	0	263,707
800 9234 SB1383 Procurement Requirement	430,000	29,236	188,476	43.8 %	241,525	0	241,525
800 9322 North County Transfer Station	131,954	13,921	22,940	17.4 %	109,014	28,500	80,514
800 9501 JC LFG System Improvements	516,974	68,725	114,145	22.1 %	402,830	15,134	387,696

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending November 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	213,155	2,284	94,852	44.5 %	118,303	0	118,303
800 9506 JC Litter Control Barrier	157,625	0	0	0.0 %	157,625	0	157,625
800 9507 JC Corrective Action	250,000	0	0	0.0 %	250,000	0	250,000
800 9521 JC Entrance Facility	148,549	0	0	0.0 %	148,549	0	148,549
800 9527 JC Module Engineering and Constr	5,050,161	28,199	115,320	2.3 %	4,934,841	0	4,934,841
800 9528 Roadway Improvements	126,879	0	0	0.0 %	126,879	0	126,879
800 9601 JR Transfer Station Improvements	92,229	0	241	0.3 %	91,989	0	91,989
Total Fund 800 - Capital Improvement Project	11,034,575	593,677	1,840,518	16.7 %	9,194,056	516,168	8,677,888
Total CIP Expenditures	13,569,944	666,391	2,795,982	20.6 %	10,773,962	713,826	10,060,137

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37085	MONTEREY COUNTY CLERK CH - Planning Permit Application Fees	11/4/2025	4,115.00	4,115.00
37086	A-7 AUSTIN, LTD Finance Dept. Supplies	11/6/2025	294.96	294.96
37087	AGUSTIN TINAJERO - ESPRIELLA Common Area Maintenance Ed Center Landscape Maintenance	11/6/2025	750.00 1,400.00	2,150.00
37088	AMERICAN SUPPLY CO. JC Janitorial Supplies	11/6/2025	189.51	189.51
37089	ARMANDO MATA PEDRAZA HHW Equipment Maintenance	11/6/2025	340.00	340.00
37090	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	11/6/2025	612.00	612.00
37091	AT&T SERVICES INC Adm & CAM Telephone Services	11/6/2025	92.68	92.68
37092	BECKS SHOES AND REPAIR JC Safety Supplies JR Safety Supplies	11/6/2025	269.30 468.96	738.26
37093	BLUE STRIKE ENVIRONMENTAL INC LAGP Marketing Project - September 2025	11/6/2025	15,594.88	15,594.88
37094	BRYAN EQUIPMENT JC Equipment Maintenance JC Facility Maintenance	11/6/2025	168.56 11.04	179.60
37095	CLARK PEST CONTROL, INC ML Exterminator Services	11/6/2025	128.00	128.00
37096	COMCAST Common Area Maintenance	11/6/2025	142.25	142.25
37097	CORE & MAIN LP JC Equipment Maintenance JC Improvements	11/6/2025	13,080.12 58.15	13,138.27
37098	DENTONI'S WELDING WORK'S INC. JC Org Equipment Maintenance	11/6/2025	875.94	875.94
37099	DOUGLAS NOLAN School Assembly Program	11/6/2025	2,625.00	2,625.00
37100	Elevator Service Co. of Central California Inc. Common Area Maintenance	11/6/2025	725.00	725.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37101	ERIC GARCIA ML & JR Vehicle Maintenance	11/6/2025	1,360.00	1,360.00
37102	FEDEX Ops Adm Overnight Shipment	11/6/2025	535.47	535.47
37103	FIRST ALARM JC Alarm Services JR Alarm Services	11/6/2025	35.00 35.00	70.00
37104	FOSTER & FOSTER CONSULTING ACTUARIES, INC. June 30, 2025 GASB 75 Report	11/6/2025	2,750.00	2,750.00
37105	FRESNO OXYGEN JC Equipment Maintenance	11/6/2025	53.00	53.00
37106	GALLAGHER BENEFIT SERVICES, INC. Monthly Consulting Services	11/6/2025	10,560.00	10,560.00
37107	GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance JR Vehicle Maintenance ML Vehicle Maintenance	11/6/2025	981.78 39.65 3,402.24	4,423.67
37108	**Void**	11/6/2025	-	-
37109	GONZALES ACE HARDWARE JC Facility Maintenance Supplies JC Vehicle Maintenance Supplies	11/6/2025	38.24 55.61	93.85
37110	GONZALES TIRE & AUTO SUPPLY ML Vehicle Maintenance	11/6/2025	35.74	35.74
37111	GRAINGER JC Facility Maintenance Supplies	11/6/2025	35.84	35.84
37112	**Void**	11/6/2025		
37113	GREEN RUBBER - KENNEDY AG, LP JC Improvement Supplies	11/6/2025	960.78	960.78
37114	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	11/6/2025	491.10	491.10
37115	GVP Ventures, Inc. GM Recruitment	11/6/2025	14,100.00	14,100.00
37116	ICONIX WATERWORK (US) INC. JC PVC Supplies	11/6/2025	13,316.45	13,316.45

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37117	JIMENEZ TIRE SERVICE INC. All Vehicle Maintenance	11/6/2025	2,262.18	2,262.18
37118	**Void**	11/6/2025	-	-
37119	JT HOSE & FITTINGS All Sites Equipment Maintenance	11/6/2025	604.30	604.30
37120	KING CITY HARDWARE INC. JR Vehicle Maintenance	11/6/2025	48.86	48.86
37121	Leslie Regalado CalPERS Ed Forum - TA Reimbursement	11/6/2025	226.26	226.26
37122	LIEBERT CASSIDY WHITMORE HR Legal Services	11/6/2025	853.50	853.50
37123	Linaodena Gomez Monthly Janitorial Services	11/6/2025	975.00	975.00
37124	MCGILLOWAY RAY BROWN & KAUFMAN Audit Services	11/6/2025	11,200.00	11,200.00
37125	MISSION LINEN SUPPLY All Sites Uniforms	11/6/2025	1,109.40	1,109.40
37126	MONICA ZUNIGA CalPERS Ed Forum - TA Reimbursement (Leslie) CalPERS Ed Forum - TA Reimbursement	11/6/2025	1,111.53 2,002.98	3,114.51
37127	ODP BUSINESS SOLUTIONS, LLC RR Office Supplies	11/6/2025	69.37	69.37
37128	O'REILLY AUTOMOTIVE STORES, INC. ML Vehicle Maintenance	11/6/2025	318.58	318.58
37129	PURE WATER BOTTLING All Sites Water Service	11/6/2025	536.64	536.64
37130	QUINN COMPANY JC Equipment Maintenance JC Org. Equipment Maintenance	11/6/2025	2,519.50 750.24	3,269.74
37131	S. GRONER ASSOCIATES SGA Marketing Contract	11/6/2025	5,552.90	5,552.90
37132	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	11/6/2025	600.00	600.00
37133	SONSRAY MACHINERY LLC JC Org Equipment Maintenance	11/6/2025	156.34	156.34

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37134	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Equipment & Vehicle Fuel	11/6/2025	48,840.15	48,840.15
37135	SOUTHERN TIRE MART LLC ML Vehicle Maintenance	11/6/2025	6,427.67	6,427.67
37136	SPECIALTY DISTRIBUTORS INC. JC Equipment Maintenance	11/6/2025	59.05	59.05
37137	STERICYCLE, INC Adm Shredding Services	11/6/2025	141.68	141.68
37138	STEVEN M. POUDRIER JC & JR Office Supplies	11/6/2025	185.97	185.97
37139	TELCO BUSINESS SOLUTIONS Monthly Network Support	11/6/2025	245.35	245.35
37140	THE DON CHAPIN COMPANY, INC. ML Portable Toilets	11/6/2025	469.58	469.58
37141	The EcoHero Show LLC School Assembly Program	11/6/2025	1,250.00	1,250.00
37142	VALERIO VARELA JR ML & JC Vehicle & Equipment Maintenance	11/6/2025	10,415.00	10,415.00
37143	VALLEY FABRICATION, INC. JC Equipment Maintenance	11/6/2025	544.88	544.88
37144	VERIZON CONNECT FLEET USA LLC ML Vehicle Maintenance	11/6/2025	462.70	462.70
37145	WEST COAST RUBBER RECYCLING, INC JC Tire Diversion	11/6/2025	5,040.00	5,040.00
37146	US BANK CORPORATE PAYMENT SYSTEM Michaels: RR Ed Center Supplies Brunt: Safety Supplies Purpose-Built: JC Safety Supplies Brunt Workwear: JC Safety Supplies Brunt: Safety Supplies Vista Print: Admin Office Supplies SWANA: Ops Admin Memberships CTC Clean Air: MLTS Vehicle Maintenance Western Growers: RR Conferences Experian: Credit Account Reports Graniterock: RR Ed Center Supplies SurveyMonkey: Admin Software AT&T: Internet Services Alaska Airlines: GWM Conference Southwest Airlines: CalPERS Ed Forum Cellotape: HHW Freon Removal	11/6/2025	11.45 (218.49) 258.29 191.65 224.43 42.59 250.00 32.11 50.00 59.95 224.64 99.00 43.23 116.60 48.00 1,515.80	

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
	Ebay: JC Equipment Maintenance		653.85	
	Smart & Final: RR Department Supplies		28.39	
	TG Technical: LR Maintenance Supplies		649.51	
	GFOA: COA Application		505.00	
	La Plaza Bakery: Admin Conference Supplies		120.78	
	Santa Fe: JC Safety Supplies		5.99	
	Ranch Wifi: JC Internet Services		180.00	
	Razzolink: JR Internet Services		282.62	
	Valley Trophies: Admin Office Supplies		57.90	
	Ubiquiti Store: Admin Network Supplies		153.38	
	Jukebox: RR School Program Supplies		1,173.36	
	Dollar Tree: RR School Program Supplies		49.16	
	Grammarly: RR Special Dept Supplies		144.00	
	Graniterock: RR Ed Center Supplies		121.05	
	Global Waste Management: 2026 Conference		765.00	
	Vista Print: RR Supplies		460.58	
	Smart & Final: RR Supplies		36.91	
	Lowes: RR School Program Supplies		22.88	
	Open AI: Ops Admin Supplies		20.00	
	La Plaza Bakery: BD Meeting Supplies		499.34	
	SWANA: Annual Membership		285.00	
	Santa Fe: Ops Admin EE Recognition		39.54	
	Harbor Freight: JC Facility Maintenance		147.38	
	TG Technical: LR Maintenance Supplies		113.89	
	Harbor Freight: JC Equipment Maintenance		110.28	
	48 Hour Print: RR Community Event Supplies		304.17	
	Valley Donuts: RR School Program Supplies		36.50	
				9,915.71
37147	**Void**	11/6/2025	-	
37148	**Void**	11/6/2025	-	
37149	**Void**	11/6/2025	-	
37150	**Void**	11/6/2025	-	
37151	A & G PUMPING, INC JR & RR Portable Toilet	11/13/2025	699.25	699.25
37152	ADMANOR, INC CCRMC Monthly Media & Marketing Service	11/13/2025	12,147.54	12,147.54
37153	AGRI-FRAME, INC ML Vehicle Maintenance	11/13/2025	58.33	58.33
37154	AMERICAN SUPPLY CO. JC Janitorial Supplies	11/13/2025	732.54	732.54

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37155	ASSOCIATED HEATING AIR CONDITIONING & SHEETMETAL, INC Office Building AC/Heater Units Maintenance	11/13/2025	4,798.50	4,798.50
37156	AT&T LONG DISTANCE Adm Telephone Service	11/13/2025	42.89	42.89
37157	ATLAS ORGANICS CU11, LLC Monthly Organics Processing	11/13/2025	145,962.45	145,962.45
37158	AUTOZONE LLC. All Sites Vehicle Maintenance Supplies	11/13/2025	694.66	694.66
37159	**Void**	11/13/2025	-	-
37160	**Void**	11/13/2025	-	-
37161	BRYAN EQUIPMENT JC Equipment Maintenance	11/13/2025	55.46	55.46
37162	Burke Williams & Sorensen LLP Legal Services	11/13/2025	3,210.30	3,210.30
37163	CITY OF GONZALES CCPP Reimb-Comm Center Water Refill Installation	11/13/2025	6,292.14	6,292.14
37164	CLARK PEST CONTROL, INC Adm Exterminator Services Common Area Maintenance	11/13/2025	121.00 132.00	253.00
37165	ERIC GARCIA All Sites ML & JR Vehicle Maintenance	11/13/2025	1,550.00	1,550.00
37166	F.A.S.T. SERVICES Monthly Board Interpreting Services	11/13/2025	1,000.00	1,000.00
37167	FANELLI EQUIPMENT REPAIR JC Equipment Maintenance	11/13/2025	13,677.23	13,677.23
37168	Fire Rover LLC JR Fire Rover Monitoring	11/13/2025	2,555.63	2,555.63
37169	GEOLOGIC ASSOCIATES, INC. JC Engineering Services	11/13/2025	1,644.00	1,644.00
37170	GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance ML Vehicle Maintenance	11/13/2025	323.86 3,392.79	3,716.65
37171	GONZALES ACE HARDWARE JC Org Facility Maintenance	11/13/2025	8.25	8.25

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37172	GRAINGER JC Org Facility Maintenance	11/13/2025	601.40	601.40
37173	HYDROTURF, INC JC Facility Maintenance	11/13/2025	125.40	125.40
37174	ICONIX WATERWORK (US) INC. JC Improvements	11/13/2025	1,523.15	1,523.15
37175	J R Miller & Associates, Inc. JC Engineering Services	11/13/2025	9,805.75	9,805.75
37176	JOAQUIN VASQUEZ JR Facility Maintenance	11/13/2025	75.00	75.00
37177	Jose Gil Hernandez Jr. ML Vehicle Maintenance	11/13/2025	375.00	375.00
37178	LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement	11/13/2025	325.00	325.00
37179	Linaodena Gomez Monthly Janitorial Services	11/13/2025	2,990.00	2,990.00
37180	MCMaster-CARR SUPPLY COMPANY JC Facility Maintenance	11/13/2025	159.73	159.73
37181	MISSION LINEN SUPPLY JR Uniforms	11/13/2025	80.32	80.32
37182	MONTEREY BAY UNIFIED AIR POLLUTION CONTROL DISTRICT JC Air Board Fees	11/13/2025	4,154.00	4,154.00
37183	MONTEREY COUNTY HEALTH DEPARTMENT Quarterly Regional Fee	11/13/2025	29,666.32	29,666.32
37184	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY Common Area Maintenance	11/13/2025	415.90	415.90
37185	NaJiMa Foods LLC RR Community Events	11/13/2025	950.00	950.00
37186	NEU-SCAPES, INC. RR Facility Maintenance	11/13/2025	200.00	200.00
37187	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	11/13/2025	308.17	308.17
37188	PACE ANALYTICAL SERVICES, LLC CH Lab Analysis	11/13/2025	3,773.60	3,773.60

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37189	PAPE MATERIAL HANDLING, INC JC Org Equipment Rental	11/13/2025	1,359.37	1,359.37
37190	PENINSULA MESSENGER LLC All Sites Courier Services	11/13/2025	1,147.00	1,147.00
37191	PUBLIC SECTOR HR ASSOCIATION Public Sector HR Executive Leadership Certificate	11/13/2025	1,200.00	1,200.00
37192	PURE WATER BOTTLING JC Water Service	11/13/2025	15.00	15.00
37193	QUINN COMPANY JC Org Equipment Maintenance	11/13/2025	94.12	94.12
37194	ROSSI BROS TIRE & AUTO SERVICE All Sites Equipment Maintenance	11/13/2025	544.90	544.90
37195	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Equipment & Vehicle Fuel	11/13/2025	12,954.93	12,954.93
37196	Southern Counties Oil Co., a CA Limited Partnership All Sites Vehicle Fuel	11/13/2025	5,126.79	5,126.79
37197	SOUTHERN TIRE MART LLC ML Vehicle Maintenance	11/13/2025	1,387.27	1,387.27
37198	SUPERIOR HYDROSEEDING, INC. JC Hydroseeding	11/13/2025	34,929.00	34,929.00
37199	VALERIO VARELA JR JC Equipment Maintenance JC Org Equipment Maintenance ML Vehicle Maintenance	11/13/2025	525.00 3,850.00 660.00	5,035.00
37200	A & G PUMPING, INC JR Portable Toilet	11/20/2025	500.00	500.00
37201	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	11/20/2025	161.00	161.00
37202	AT&T SERVICES INC HHW Telephone Service	11/20/2025	67.63	67.63
37203	ATLAS ORGANICS CU11, LLC RR Facility Maintenance	11/20/2025	341.25	341.25
37204	BLUE STRIKE ENVIRONMENTAL INC Edible Food Recovery LAGP2 Grant Program - October 2025	11/20/2025	2,596.00 6,777.96	9,373.96

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37205	Burke Williams & Sorensen LLP Legal Services	11/20/2025	12,032.10	12,032.10
37206	CALIFORNIA WATER SERVICE SS Water	11/20/2025	126.47	126.47
37207	CDW GOVERNMENT JC Network Support	11/20/2025	117.78	117.78
37208	CITY OF GONZALES Monthly Hosting Fees -DEC	11/20/2025	20,833.33	20,833.33
37209	CORE & MAIN LP JC Equipment Maintenance	11/20/2025	2,742.76	2,742.76
37210	DATAFLOW BUSINESS SYSTEMS INC. Printer Network	11/20/2025	36.91	36.91
37211	EAST BAY TIRE CO. JC Equipment Maintenance	11/20/2025	460.41	460.41
37212	EDUARDO ARROYO Common Area Maintenance	11/20/2025	2,680.00	2,680.00
37213	Elkins Earthworks, LLC JC Maintenance Supplies	11/20/2025	528.05	528.05
37214	ERNESTO NATERA Adm Office Supplies	11/20/2025	72.06	72.06
37215	GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance ML Vehicle Maintenance	11/20/2025	1,174.78 5,694.37	6,869.15
37216	**Void**	11/20/2025	-	-
37217	GONZALES ACE HARDWARE All Sites Facility Supplies	11/20/2025	127.96	127.96
37218	GONZALES TIRE & AUTO SUPPLY JC Facility Maintenance JC Vehicle Maintenance ML Vehicle Maintenance	11/20/2025	19.77 3,134.01 1,118.40	4,272.18
37219	**Void**	11/20/2025	-	-
37220	GRANITE CONSTRUCTION COMPANY JC Improvements	11/20/2025	8,449.05	8,449.05

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37221	GRANITE CONSTRUCTION COMPANY JC Base rock	11/20/2025	18,273.43	18,273.43
37222	GREEN RUBBER - KENNEDY AG, LP JC Maintenance Supplies	11/20/2025	134.00	134.00
37223	GUARDIAN SAFETY AND SUPPLY, LLC JC Equipment Maintenance	11/20/2025	342.09	342.09
37224	HERC RENTALS INC. JC Equipment	11/20/2025	1,518.23	1,518.23
37225	HOPE SERVICES JC Litter Abatement	11/20/2025	8,805.31	8,805.31
37226	ICONIX WATERWORK (US) INC. JC PVC Supplies	11/20/2025	1,129.15	1,129.15
37227	Israel Santillan RR Wally Event	11/20/2025	360.00	360.00
37228	JIMENEZ TIRE SERVICE INC. ML Vehicle Maintenance	11/20/2025	584.24	584.24
37229	JT HOSE & FITTINGS JC Equipment Maintenance ML Vehicle Maintenance	11/20/2025	235.04 1,495.97	1,731.01
37230	KING CITY HARDWARE INC. JR Vehicle Maintenance	11/20/2025	7.60	7.60
37231	MANUEL PEREA TRUCKING, INC. ML Vehicle Maintenance	11/20/2025	480.00	480.00
37232	MCMASTER-CARR SUPPLY COMPANY JC Facility Maintenance	11/20/2025	154.83	154.83
37233	MISSION LINEN SUPPLY All Sites Uniforms	11/20/2025	1,100.68	1,100.68
37234	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS Sewer	11/20/2025	41.10	41.10
37235	NEU-SCAPES, INC. Monthly Landscape Maintenance	11/20/2025	550.00	550.00
37236	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	11/20/2025	379.39	379.39
37237	O'REILLY AUTOMOTIVE STORES, INC. ML Vehicle Maintenance	11/20/2025	303.01	303.01

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37238	PACIFIC CREST ENGINEERING INC JC Engineering Services	11/20/2025	2,283.75	2,283.75
37239	PRECISION ALARMS & AUTOMATION SOLUTIONS, INC. HHW Alarm Services	11/20/2025	60.00	60.00
37240	PROBUILD COMPANY LLC JC Maintenance Supplies	11/20/2025	652.86	652.86
37241	QUINN COMPANY JC Equipment Maintenance	11/20/2025	854.42	854.42
37242	RICHARD FRENCH JC Equipment Maintenance	11/20/2025	3,588.75	3,588.75
37243	Sandra Romayor JC Vehicle Maintenance	11/20/2025	50.00	50.00
37244	SAUL CARDENAS-IBARRA Media Creation contract - Saul	11/20/2025	2,000.00	2,000.00
37245	SCALES UNLIMITED All Sites Scales Maintenance	11/20/2025	4,398.00	4,398.00
37246	SCS FIELD SERVICES All Sites Routine Services JC & LR Monitoring Services	11/20/2025	12,126.77 3,003.00	15,129.77
37247	SOCIAL VOCATIONAL SERVICES, INC. JC Janitorial Services	11/20/2025	6,430.75	6,430.75
37248	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Fuel	11/20/2025	13,808.97	13,808.97
37249	SPECIALTY DISTRIBUTORS INC. JC Equipment Maintenance	11/20/2025	556.22	556.22
37250	ULINE, INC. ML Vehicle Maintenance	11/20/2025	464.25	464.25
37251	UNITED RENTALS (NORTHWEST), INC LR Equipment Maintenance	11/20/2025	913.42	913.42
37252	VALERIO VARELA JR ML Vehicle Maintenance	11/20/2025	1,775.00	1,775.00
37253	VALLEY FABRICATION, INC. ML Vehicle Maintenance	11/20/2025	325.22	325.22
37254	VOSTI'S INC All Sites Vehicle Maintenance Supplies	11/20/2025	4,746.11	4,746.11

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37255	**Void**	11/20/2025	-	-
37256	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Fuel	11/20/2025	4,119.32	4,119.32
37257	ATLAS ORGANICS CU11, LLC Procurement Compost	11/26/2025	29,236.00	29,236.00
37258	BLUE STRIKE ENVIRONMENTAL INC LAGP2 Marketing Project - October 2025	11/26/2025	11,461.27	11,461.27
37259	BRIAN KENNEDY Conference Travel SWANA	11/26/2025	831.16	831.16
37260	CALIFORNIA CHAMBER OF COMMERCE CA Labor Law Posters	11/26/2025	507.17	507.17
37261	CALIFORNIA WATER SERVICE All Sites Water Service	11/26/2025	1,017.60	1,017.60
37262	COMCAST HHW Internet Services	11/26/2025	157.03	157.03
37263	CON-WAL, INC. JC Tarp Machine JC Tarps	11/26/2025	33,950.00 17,032.20	50,982.20
37264	ELIA ZAVALA Wally Fest Event - Coffee from Main Street Bakery	11/26/2025	59.00	59.00
37265	GALLAGHER BENEFIT SERVICES, INC. Ops Comp Study	11/26/2025	10,560.00	10,560.00
37266	GEOLOGIC ASSOCIATES, INC. Groundwater Monitoring	11/26/2025	17,470.25	17,470.25
37267	GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION Webinar Registration	11/26/2025	210.00	210.00
37268	GRANITE ROCK CO/PAVEX RR Facility Maintenance	11/26/2025	214.87	214.87
37269	GREEN RUBBER - KENNEDY AG, LP JC POLY 10K GALLON TANKS (2)	11/26/2025	26,555.40	26,555.40
37270	HOME DEPOT All Sites Facility Supplies	11/26/2025	1,955.47	1,955.47
37271	**Void**	11/26/2025	-	-

Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
37272	LIEBERT CASSIDY WHITMORE Legal Services	11/26/2025	1,067.00	1,067.00
37273	MCGILLOWAY RAY BROWN & KAUFMAN Audit Services	11/26/2025	8,790.78	8,790.78
37274	ODP BUSINESS SOLUTIONS, LLC Adm & JC Office Supplies Adm Office Supplies	11/26/2025	96.12 120.13	216.25
37275	REPUBLIC SERVICES - MADISON LANE TRANSFER STATION 4918 Monthly Trash Service	11/26/2025	201.84	201.84
37276	ROBERTO DEL REAL JC Portable Toilet Service	11/26/2025	3,805.61	3,805.61
37277	S. GRONER ASSOCIATES SGA Marketing Contract	11/26/2025	9,726.00	9,726.00
37278	SCALES UNLIMITED HHW Scale Maintenance	11/26/2025	1,324.00	1,324.00
37279	SPECIAL DISTRICT LEADERSHIP FOUNDATION Training Registration	11/26/2025	65.00	65.00
37280	SUBURBAN PROPANE LP LR Maintenance Supplies	11/26/2025	497.22	497.22
37281	VERIZON WIRELESS SERVICES Monthly Internet Service	11/26/2025	228.06	228.06
37282	WILLDAN FINANCIAL SERVICES Annual Bond Disclosures	11/26/2025	1,600.00	1,600.00
26-00244-DFT	Amazon Capital Services, Inc All Sites Facility Supplies	11/5/2025	2,634.11	2,634.11
26-00245-DFT	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Fuel	11/7/2025	3,727.79	3,727.79
26-00266-DFT	REPUBLIC SERVICES - MADISON LANE TRANSFER STATION 4918 ML Rent	11/28/2025	18,261.23	18,261.23
26-00267-DFT	INTERMEDIA Email Exchange	11/5/2025	545.87	545.87
26-00268-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites CNG Fuel	11/13/2025	1,258.77	1,258.77
26-00270-DFT	Amazon Capital Services, Inc All Sites Facility Supplies	11/20/2025	2,445.17	2,445.17


Salinas Valley Solid Waste Authority
Checks Issued Report for 11/1/2025 to 11/30/2025

Check #	Name	Check Date	Amount	Check Total
26-00295-DFT	THE PAPE' GROUP INC. 2022 John Deer 772GP Grader	11/24/2025	451,312.50	451,312.50
26-00296-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites Electrical Services	11/25/2025	21,078.48	<u>21,078.48</u>
Total:				1,371,889.54
Payroll Disbursements				<u>765,910.01</u>
Grand Total				<u><u>2,137,799.55</u></u>



Report to the Board of Directors

Date: January 22, 2026
From: Mandy Brooks, Resource Recovery Manager
Title: Member and Interagency Activities Report for December 2025

ITEM NO. 3
N/A <hr/> Finance and Administration Manager/Controller/Treasurer
 <hr/> Interim General Manager/CAO
N/A <hr/> Authority General Counsel

RECOMMENDATION

Staff recommend 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 aligned with one of the Board's goals from the 2025 Strategic Planning workshop: "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 residents, local businesses, schools, and multifamily complexes, and participates in various community events and cleanups throughout the service area. Providing monthly reports highlighting these activities ensures that the strategic plan goal is being met.

FISCAL IMPACT

This agenda item is a routine operational item and does not have a direct budget impact.

DISCUSSION & ANALYSIS

Monterey County Environmental Health Bureau (Local Enforcement Agency - LEA)

Johnson Canyon Landfill & Composting Facility: 18-month joint inspection with CalRecycle was conducted on Dec 29. No violations or areas of concern were noted during the inspection.

Jolon Road Transfer Station: There were no violations or areas of concern noted during the monthly Dec 22nd inspection for Jolon Road Transfer Station.

Closed Landfills: The quarterly inspections for the Crazy Horse Transfer Station and Landfill and Lewis Road Landfill were conducted on December 19th; no areas of concern or violations were issued for either site.

Gonzales Clothing Closet

- In addition to the December data in the chart below, the Clothing Closet also sent seven (7) packages of clothing to various destinations in Mexico. The Clothing Closet is open Tuesdays & Wednesdays from 2pm - 4pm and Thursdays from 1pm - 3pm at the Mission Annex located on 4th and Day Streets.

Q4 CY 2025	# Volunteers	Hours	# Clothing Items Dist.	# Families Served	# Family Members
Oct	4	96.5	932	62	242
Nov	5	91	478	29	130
Dec	5	114	1,049	57	200
Q4 2025 TOTALS	4.7 (avg)	301.5	2,459	148	572
2025 Year End Totals	4 (avg)	1,234.5	9,977	640	2,634

Cleanup Events

The March – June 2026 hauler community cleanup dates for south county cities and unincorporated county areas are listed below. Salinas cleanup dates will be added when available. The first cleanup for 2026 is scheduled for March 28 in King City.

FY 2025-26 Current & Future Events with SVR Staff Participation

Gonzales:	02/03/26	School Tour – Oak Ave School, JC Ed Center & Garden
	02/10/26	School Tour – Salinas Homeschool Group, JC Ed Cntr & Garden
	02/17/26	School Tour - Graves School, JC Ed Center & Garden
	03/03/26	School Tour – Santa Rita Elementary, JC Ed Center & Garden
	06/27/26	TCD Cleanup and ABOP event, Fairview Middle School
Greenfield:	TBD	Sort with Heart Mural Unveiling, Patriot Park
	04/11/26	TCD Cleanup and ABOP event, Public Works Yard
King City:	01/22/26	Booth at South County Farm Day, SV Fairgrounds
	03/28/26	WM Cleanup and ABOP event, SV Fairgrounds
	06/13/26	WM Cleanup and ABOP event, SV Fairgrounds
	06/27/26	Compost Workshop and giveaway, SV Fairgrounds
Salinas:	01/31/26	Composting Workshop, Jarden El Sol, Sun St.
	02/24/26	Recycling/Landfill Presentation, Cesar Chavez Elem. School
	02/28/26	Composting Workshop, Jarden El Sol, Sun St.
Soledad:	05/30/26	TCD Cleanup and ABOP event, Soledad High School
Mo County:	03/06/26	<i>Litter Cleanup event, Chualar School (tentative)</i>
	04/25/26	WM Cleanup and ABOP event, Lockwood School
	06/06/26	WM Cleanup and ABOP event, Aromas Community Park

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

Interim General Manager/CAO

N/A
General Legal Counsel

Date: January 22, 2026
From: C. Ray Hendricks, Finance and Administration Manager
Title: December 2025 Quarterly Investments Report

RECOMMENDATION

Staff requests that the Board accepts the December 2025 Quarterly Investments Report.

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

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

None

DISCUSSION & ANALYSIS

The vast majority, \$37,250,119.45 (95.41%), of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF). For the month that ended on December 31, 2025, the LAIF effective yield was 4.025%. LAIF is invested as part of the State's Pooled Money Investment Account (PMIA) with a total of \$162.6 Billion as of December 31, 2025. The Authority's LAIF investment of \$37,250,119.45 represents .023% of the PMIA. Attached is a summary of the PMIA portfolio as of January 14, 2026.

ATTACHMENT(S)

1. December 31, 2025 Cash and Investments Report
2. January 14, 2026 PMIA Portfolio Composition and Average Monthly Yields

SALINAS VALLEY SOLID WASTE AUTHORITY
Cash and Investments Report
December 31, 2026

Issuer/Investment	Rate	Balance	Maturity	Moody's Rating
Investments Managed by Authority Treasurer:				
Petty Cash	-	\$ 2,100.00	N/A	N/A
General Checking Account	-	173,321.29	Same day	Aa2
Payroll Checking account	-	5,000.00	Same day	Aa2
General Deposit Account	-	1,000.00	Same day	Aa2
Scalehouse Deposit Account	-	11,007.43	Same day	Aa2
FSA Checking Account	-	4,488.11	Same day	Aa2
LAIF	4.025%	37,250,119.45	Same day	N/A
LAIF - FMV Adjustment		69,231.67		
BNY - Bond 2022A Payment		-		
Mechanic's Public Money Market Account	3.680%	1,203,627.42	Same day	Aa2
CEPPT Restricted Fund		323,036.44		
		\$ 39,042,931.81		

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





PMIA/LAIF Performance Report as of 01/14/25



Quarterly Performance Quarter Ended 9/30/25

LAIF Apportionment Rate ⁽²⁾ :	4.34
LAIF Earnings Ratio ⁽²⁾ :	0.00011893333163814
LAIF Administrative Cost ^{(1)*} :	0.26
LAIF Fair Value Factor ⁽¹⁾ :	1.001929581
PMIA Daily ⁽¹⁾ :	4.19
PMIA Quarter to Date ⁽¹⁾ :	4.24
PMIA Average Life ⁽¹⁾ :	254

PMIA Average Monthly Effective Yields⁽¹⁾

December	4.025
November	4.096
October	4.150
September	4.212
August	4.251
July	4.258

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/25 \$162.6 billion

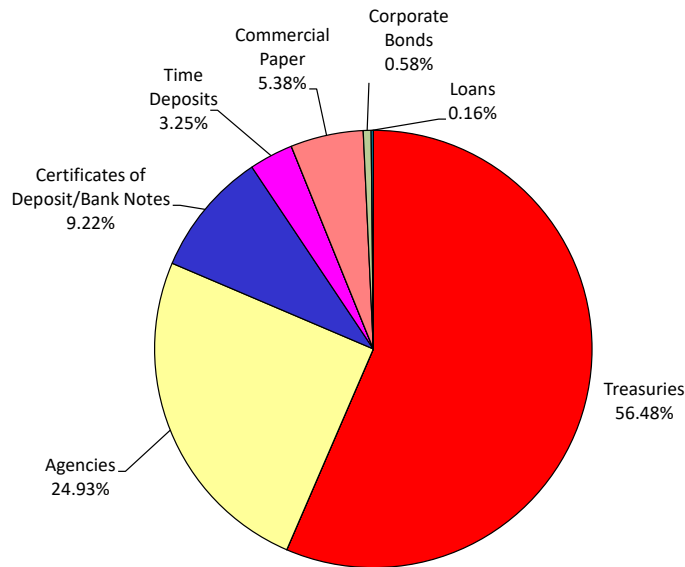


Chart does not include \$910,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



Report to the Board of Directors

ITEM NO. 5

Finance and Administration
Manager/Controller/Treasurer

Interim General Manager/CAO

R. Santos by E.T.

Authority General Legal Counsel

Date: January 22, 2026
From: Elia Zavala, Contracts & Grants Analyst
Title: A Resolution Authorizing the Submittal of Applications to Any and All Organizations for Grants for which the Salinas Valley Solid Waste Authority is Eligible

RECOMMENDATION

Staff recommends that the Board adopt this resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action is consistent with the Authority's Mission, Vision and Values and supports Strategic Goal: Financial sustainability.

FISCAL IMPACT

Approval of this item has no direct fiscal impact. However, it will allow the Authority to apply for grants offered through any organization for the next five (5) years.

DISCUSSION & ANALYSIS

In 2021, the Authority adopted a resolution that standardized the grant application authorization process, providing Authority staff the authority to submit grant applications to all organizations without requiring Board approval prior to submittal. This eliminates the potential of missing grant application deadlines. The current authorizing resolution is good for five years after approval of the resolution, expiring February 17, 2026. Staff recommends adopting a new resolution that will be effective for another five years, through January 2031.

Adopting this resolution does not bind the Authority to apply for any type of funding. Once an opportunity is identified, staff will be able to move forward more expediently. The Board will continue to be notified of any and all grant applications that are being submitted and again upon the award of the grant funds.

BACKGROUND

This resolution continues to standardize the grant application process, where the Board provides authorization to staff to apply for grant funding to any and all organizations for which the Authority is eligible through January 2031.

ATTACHMENT(S)

1. Resolution

RESOLUTION NO. 2026 -

A RESOLUTION AUTHORIZING THE SUBMITTAL OF APPLICATIONS TO ANY AND ALL ORGANIZATIONS FOR ALL GRANTS FOR WHICH THE SALINAS VALLEY SOLID WASTE AUTHORITY IS ELIGIBLE

WHEREAS, the Salinas Valley Solid Waste Authority promotes sustainability, innovative programs, fiscal prudence, amongst others, to reduce, recycle and reuse solid waste generated in its service area, thereby preserving landfill capacity and protecting public health and safety and the environment; and,

WHEREAS, applying for grant funding is a valuable mechanism for Salinas Valley Solid Waste Authority to realize programmatic and operational improvements that will contribute towards a healthier Salinas Valley; and,

WHEREAS, Salinas Valley Solid Waste Authority seeks authorization from its governing body to apply for any and all grants for which it is eligible; and,

WHEREAS, if a grant is awarded, staff will request formal grant acceptance from its Board of Directors prior to entering into a Grant Agreement with the awarding organization for implementation of said grant(s).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Salinas Valley Solid Waste Authority hereby authorizes the submittal of grant applications, including regional application, on behalf of itself as Lead Agency and member agencies to any and all organizations for any grant the Salinas Valley Solid Waste Authority is eligible; and

BE IT FURTHER RESOLVED that the General Manager/CAO, and/or the Contracts and Grants Analyst, or his/her designee are hereby authorized and empowered to execute in the name of the Salinas Valley Solid Waste Authority all grant documents, including but not limited to: Applications, Payment Requests, Agreements, and Amendments necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that this authorization is effective for five (5) years from the date of adoption of this Resolution.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 22nd day of January 2026, 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

Roy C. Santos, Authority General Counsel



Report to the Board of Directors

ITEM NO. 6

Finance and Administration
Manager/Controller/Treasurer

Interim General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: January 22, 2026

From: Elia Zavala, Contracts & Grants Analyst

Title: A Resolution Authorizing the Submittal of Applications to the California Department of Resources Recycling and Recovery (CalRecycle) for All Grants for which the Salinas Valley Solid Waste Authority is Eligible

RECOMMENDATION

Staff recommends that the Board adopt this resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action is consistent with the Authority's Mission, Vision and Values and supports Strategic Goal: Financial Sustainability.

FISCAL IMPACT

Approval of this item has no direct fiscal impact. However, it will allow the Authority to apply for grants offered through the California Department of Resources Recycling and Recovery (CalRecycle) for the next five (5) years.

DISCUSSION & ANALYSIS

CalRecycle's grant application procedures require an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants. The Authority's current authorizing resolution was adopted in February 2021 with a five-year term and will be expiring February 2026. Staff recommends adopting a new authorizing resolution that will be effective for another five years, through January 2031.

Adopting this resolution does not bind the Authority to apply for any type of funding. Once an opportunity is identified, staff will be able to move forward more expediently. The Board will continue to be notified of any and all grant applications that are being submitted and again upon the award of the grant funds.

BACKGROUND

CalRecycle is required to establish procedures governing the application, awarding, and management of the grants. Amongst those requirements, an applicant's governing body is required to declare by resolution certain authorizations related to the administration of CalRecycle grants. The Authority's current authorizing resolution, Resolution No. 2021-06 was adopted for a five-year term and expires February 2026. The new resolution will allow the Authority to apply for CalRecycle grants through January 2031.

ATTACHMENT(S)

1. Resolution

RESOLUTION NO. 2026 -

A RESOLUTION AUTHORIZING THE SUBMITTAL OF APPLICATIONS TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) FOR ALL GRANTS FOR WHICH THE SALINAS VALLEY SOLID WASTE AUTHORITY IS ELIGIBLE

WHEREAS, Public Resources Code sections 40000 et seq. authorize the California Department of Resources Recycling and Recovery (CalRecycle), to administer various Grant Programs in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State, thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding and management of Grants; and

WHEREAS, CalRecycle's procedures for administering Grants require, among other things, an Applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle Grants; and

WHEREAS, if awarded, the Salinas Valley Solid Waste Authority will enter into a Grant Agreement with CalRecycle for implementation of said Grant(s).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Salinas Valley Solid Waste Authority authorizes the submittal of all application(s), including regional application(s), on behalf of itself as Lead Agency and member agencies to CalRecycle for all Grants for which the Salinas Valley Solid Waste Authority is eligible; and

BE IT FURTHER RESOLVED that the General Manager/CAO, and/or the Contracts and Grants Analyst, or his/her designee are hereby authorized and empowered to execute in the name of the Salinas Valley Solid Waste Authority all Grant documents, including but not limited to: Applications, Payment Requests, Agreements, and Amendments necessary to secure Grant funds and implement the approved Grant project; and

BE IT FURTHER RESOLVED that this authorization is effective for five (5) years from the date of adoption of this Resolution.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at its regular meeting duly held on the 22nd day of January 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, President

ATTEST:

Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:

Roy C. Santos, Authority General Counsel



Report to the Board of Directors

ITEM NO. 7

Finance and Administration
Manager/Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

General Legal Counsel

Date: January 22, 2026

From: Brian Kennedy, Engineering and Environmental Compliance Manger

Title: A Resolution Awarding the Construction Contract for the Johnson Canyon Landfill Module 8 Construction (CIP 9527) to Wood Bros., Inc. in the Amount of \$5,476,650.40

RECOMMENDATION

Staff recommends that the Board adopt the resolution awarding the construction contract for the Johnson Canyon Landfill Module 8 Construction Project (CIP 9527) to Wood Bros., Inc, in the amount of \$5,476,650.40.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support the Authority's Goals & Priorities of Facilities Master Planning.

FISCAL IMPACT

The Johnson Canyon Module Engineering and Construction (CIP 9527) account currently has an unencumbered balance of \$4,934,841. A budget adjustment for this CIP to fund this contract, CQA, a contingency and additional staff work will be presented to the Board in February once the total project estimate is finalized and funding options have been evaluated. In addition to the construction contract, Construction Quality Assurance (CQA) services will be required for this project. Proposals for these services are currently under review, and associated costs have not yet been determined. Continued funding for staff efforts will also be necessary.

DISCUSSION & ANALYSIS

On January 8, 2026, the construction bids for the Johnson Canyon Landfill Module VIII Construction Project (CIP 9527) were opened with the following results:

Contractor	Bid
Wood Bros., Inc.	\$5,476,650.40
Whitaker Construction Group, Inc.	\$5,560,110.00
Ford Construction Company, Inc.	\$6,024,495.00
Guinn Construction	\$6,974,793.00
Granite Rock Company	\$8,127,798.00

Staff reviewed the bids and found Wood Bros. Inc. to be the lowest responsive and responsible bidder. Construction activities will start in Spring of 2026 and conclude by the fall. This project will provide the Authority with approximately 13 years of landfill capacity at current disposal rates.

BACKGROUND

Johnson Canyon Landfill is constructed in a series of lined modules designed to safely contain waste and protect the environment. The current active disposal area, Module VII, was constructed in 2019 and had an anticipated operational life of approximately 10 years. Due to financial and soil storage constraints at the time of construction, Module VII was built with a relatively narrow footprint.

Although Module VII is not expected to reach capacity until approximately 2030, staff recommends initiating construction of Module VIII ahead of schedule. Constructing Module VIII approximately three years early would provide landfill operations with a wider working surface, thereby improving safety and operational efficiency during daily disposal activities. Additionally, early construction may result in overall cost savings compared to deferring construction until 2029.

On October 16, 2025, the Board approved the Johnson Canyon Landfill Module VIII Construction Project (CIP 9527) and authorized staff to solicit bids. Following Board approval, staff initiated the bid advertisement period, with bids due on January 8, 2026. The engineer's estimate for the project is \$7,720,000.

ATTACHMENT(S)

1. Resolution
2. Attachment "A" – Construction Services Contract

RESOLUTION NO. 2026-

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
AWARDING THE CONSTRUCTION CONTRACT TO WOOD BROS. INC. FOR THE JOHNSON
CANYON LANDFILL MODULE VIII CONSTRUCTION (CIP 9527) FOR THE AMOUNT OF
\$5,476,650.40**

WHEREAS, Module VII is expected to reach capacity approximately in 2030 and initiating construction of Module VIII approximately three years earlier would provide landfill operations with a wider working surface, thereby enhancing safety and operational efficiency during daily disposal activities; and,

WHEREAS, early construction of Module VIII may also result in overall cost savings when compared to deferring construction until 2029; and,

WHEREAS, on October 16, 2025, the Authority Board approved the release of a Request for Bids for the Johnson Canyon Landfill Module VIII Construction Project due on January 8, 2026; and,

WHEREAS, on January 8, 2026, five proposals were received and the Authority determined that Wood Bros. Inc. was the lowest responsive qualified bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to award the Johnson Canyon Landfill Module VIII Construction Project contract to Wood Bros. Inc. as attached hereto and marked "Attachment A" for the amount of \$5,476,650.40

BE IT FURTHER RESOLVED, that the General Manager/CAO or his delegate is hereby authorized to approve change orders to the contract subject to the following conditions:

- There is adequate funding remaining in Johnson Canyon Module Engineering and Construction (CIP 9527) for the change order.
- The change order must occur prior to the next Board meeting to keep the project on schedule or is less than \$100,000.
- Any change orders over \$100,000 must be presented to the Board for ratification at the next available Board Meeting.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 22nd day of January 2026, 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

Roy C. Santos, Authority General Counsel



Project Name/No.: JCLF Module VIII Construction
Project Manager: Brian Kennedy

Contract No.: 9527
Approved: _____

**PUBLIC WORKS AGREEMENT
BETWEEN SALINAS VALLEY SOLID WASTE AND WOOD BROS., INC.**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 22nd day of January, 2026 by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority (“**Authority**”) and Wood Bros., Inc. (“**Contractor**”). Authority and Contractor may be referred to, sometimes individually or collectively, as “Party” or “Parties.”

RECITALS

A. The Authority desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the Authority of Salinas Valley Solid Waste Authority and California state law, Authority has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Johnson Canyon Landfill Module VIII Construction Project (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the Authority, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project to the extent applicable or appropriate (it being understood that

one or more of such documents may not be applicable in the event a competitive bidding process is not utilized due to existence of emergency or exigent circumstances), including but not limited to, the Notice Inviting Bids, Summary of Work, Instructions to Bidders, Bid or Bid Proposal, General Provisions, Special Provisions, Plans, Drawings, and Addenda, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions 2018 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that 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) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) 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 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. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.”

(j) 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, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Authority, its officers, employees or agents of Authority, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Authority hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed; (ii) has carefully considered how the services should be performed; and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

(k) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the Authority, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(l) Authority shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(m) In the event that a dispute arises between Authority and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not

be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.7 Unidentified Utilities.

To the extent required by Government Code section 4215, Authority will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by Authority in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require Authority to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve Authority from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by Authority in the plans or specifications, Contractor shall immediately notify Authority and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.8 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000.00 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the Authority, or a registered civil or structural engineer employed by the Authority to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the Authority or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Authority, except such losses or damages as caused by Authority's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not,

without Authority's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

1.11 Additional Work and Change Orders.

(a) Authority shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Project Manager to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor

("Change Order"). All Change Orders must be signed by the Contractor and Project Manager prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the Authority, may be approved by the Project Manager. Any greater increases, taken either separately or cumulatively, must be approved by the Authority Board of Directors.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Project Manager. If the cost of the Change Order cannot be agreed upon, the Authority will pay for actual work of the Change Order completed, to the satisfaction of the Authority, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other Authority authorized services and expenditures in such detail as the Authority may require. Failure to submit a daily report by the close of the next working day may, at the Authority's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work 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.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.12 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.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Authority agrees to pay Contractor the amounts set forth in Contractor’s Bid, attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation of Five Million, Four Hundred Seventy Six Thousand, Six Hundred Fifty Dollars and Forty Cents(\$5,476,650.40) for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to Authority an original invoice for all work performed 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.

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 (including federal prevailing wage rates, if applicable) 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.

2.3 Payment.

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, Authority will cause Contractor to be paid 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 that Authority does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code section 20104.50. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Contractor, not later than seven (7) days after receipt by the Authority, for correction and resubmission. Returned invoices shall be accompanied by a document setting

forth in writing the reasons why the payment request was rejected. Review and payment by the Authority of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, Authority will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between Authority and Contractor, Authority may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the Authority to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the Authority. Upon Contractor's completion of its obligations hereunder, as evidenced by the Authority's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the Authority within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the Authority and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the Authority shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall begin work within five (5) calendar days after receiving a Notice to Proceed from the Authority and the work shall be completed within One Hundred Ten (110) consecutive working days from the date on which the work was started and in accordance with any schedule contained in or required to be provided by the Bid Documents, and any revisions thereof approved by the Authority in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply.

3.2 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 Two

Thousand Dollars (\$2000) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the Authority or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Inspection and Final Acceptance.

Authority may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. If Authority finds that Contractor's work does not meet the requirements and standards provided in the Bid Document, Contractor shall remedy any defects in the work at Contractor's sole expense following notice by the Authority. Authority shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. Authority's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by Authority shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>William S. Wood</u> (Name)	<u>President</u> (Title)
<u>Donald T. Wood</u> (Name)	<u>Secretary</u> (Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of Authority. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify Authority of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind Authority in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Authority. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of Authority. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Authority's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Brian Kennedy or any other person as may be designated by the Project Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by Authority to the Project Manager. Unless otherwise specified herein, any approval of Authority required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the Authority General Manager, to sign all documents on behalf of the Authority required hereunder to carry out the terms of this Agreement.

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 herein. Authority shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein 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 consistent with that role. Authority shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the Authority to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Authority. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the Authority) as may be required by law for the performance of any services or work under this Agreement. 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. Transfers restricted

hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Authority.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

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 \$2,000,000.00 per occurrence, \$4,000,000.00 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 \$1,000,000.00 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to Authority providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000.00 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

5.2 General Insurance Requirements.

(a) 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.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to Authority as evidence of the insurance coverages 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.

(c) 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.

(d) 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.

(e) 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.

(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 subconsultants, 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 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 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.

(r) Endorsements.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by Authority, and hold harmless Authority, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the Authority. Should conflict of interest principles preclude a single legal counsel from representing both Authority and Contractor, or should Authority otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the Authority its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the Authority (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood

and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of Authority under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless Authority for liability attributable to the active negligence of Authority, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where Authority is shown to have been actively negligent and where Authority's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of Authority.

5.4 Notification of Third-Party Claims.

Authority shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. Authority shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance, Labor, and Warranty Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the Authority the following bonds:

- (a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.
- (b) A labor and materials bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.
- (c) A warranty bond, guaranteeing the Contractor's warranty under Section 1.9 of this Agreement, in an amount not less than 10 % of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on a form approved by the Authority Clerk. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a

financial category Class VII or better. If the Authority determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the Authority, the Contractor agrees that the minimum limits of the insurance policies and the bonds required in Section 5.5 may be changed accordingly upon receipt of written notice from the Authority.

ARTICLE 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, certified and accurate copies of payroll records in compliance with all applicable laws, 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. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. 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. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Authority shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to Authority, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the Authority in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

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 as the Project Manager shall require. Contractor hereby acknowledges that the Authority is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Authority and shall be delivered to 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 Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use,

reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the Authority's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Authority of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Authority for all damages resulting therefrom. 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.

6.4 Confidentiality and Release of Information.

(a) 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 Authority without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, 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 Authority notice of such court order or subpoena.

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

(d) Contractor shall promptly notify Authority should Contractor, its officers, employees, agents or subcontractors 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 there under. 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 Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite said response.

ARTICLE 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, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. 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 Termination.

This Agreement may be terminated in accordance with Section 6-7 and 6-8 of the 2018 Edition of the Standard Specifications for Public Works Construction (the Greenbook).

7.3 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, “claim” means a separate demand by the Contractor, after the Authority has denied Contractor’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Authority.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) Authority's Response. Upon receipt of a claim pursuant to this section, Authority shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the Authority issues its written statement.

(i) If the Authority needs approval from the Authority Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Authority Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Authority shall have up to three days following the next duly publicly noticed meeting of the Authority Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the Authority may request in writing additional documentation supporting the claim or relating to defenses or claims the Authority may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Authority and the Contractor.

(iii) The Authority's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the Authority's written response, or the Authority fails to respond within the time prescribed, the Contractor may so notify the Authority, in writing, either within 15 days of receipt of the Authority's response or within 15 days of the Authority's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Authority shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Authority shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Authority issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Authority and the Contractor sharing the associated costs equally. The Authority and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the Authority and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) Authority's Responses. The Authority's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Authority's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor. Authority's failure to respond shall not waive Authority's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the Authority. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the Authority may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all

contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the Authority until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000.00 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000.00 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a

waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Authority of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. 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.

7.5 Rights and Remedies Are Cumulative.

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.

7.6 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the Authority tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. AUTHORITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 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.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Authority or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Authority in the performance of this Agreement.

No officer or employee of the Authority shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the

Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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 insure 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.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against Authority for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Authority.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

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.

9.3 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.

9.4 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.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. 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. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the Authority Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in 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 phrases, sentences, clauses, paragraphs, or sections 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.

9.7 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.

9.8 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.

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

Cesar Zuñiga, Interim General
Manager/CAO

ATTEST:

Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:
BURKE, WILLIAMS & SORENSEN, LLP

Roy C. Santos, General Counsel

CONTRACTOR:

WOOD BROS., INC.

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: _____

***Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. The two corporate signatures can be execute via electronic signatures such as DocuSign or other electronic signature software authorized by the Authority. Lastly, a single signature from a corporate officer can be utilized upon completion of a signed declaration under the penalty of perjury by the signing officer that they are duly authorized to bind the corporation and execute contracts on behalf of the corporation.**

EXHIBIT A
CONTRACTOR'S BID

Exhibit A

**BID FORM
FOR
CONSTRUCTION PROJECTS**

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

PROJECT TITLE: JOHNSON CANYON LANDFILL MODULE 8 PROJECT

BID/CONTRACT NO: 9527

the following is submitted:

FOR THE TOTAL SUM OF \$ _____ 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, transportation, and all incidental work and services required to complete all items of work shown on the Contract Drawings, and as stated in the Contract Specifications and Documents.

All work shall conform to the lines, grades and dimensions shown on said drawings and shall be done in accordance the Authority's Construction Contract specifically referenced.

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: Wood Bros., Inc.

SIGNED: _____

NAME PRINTED/TYPED: Donald T. Wood, Secretary

TITLE: Secretary

DATE: Jan 7, 2024

ADDRESS: PO Box 216, Lemoore CA 93245

TELEPHONE: (559) 924-7715

CONTRACTOR'S LICENSE NO: 558257

CONTRACTOR'S LICENSE EXPIRATION DATE: 2/28/2027

CONTRACTOR'S LICENSE CLASSIFICATION: A Gen Exc Contractor

SCHEDULE OF BID ITEMS

FOR

PROJECT TITLE: JOHNSON CANYON LANDFILL MODULE 8 PROJECT

BID/CONTRACT NO: 9527

ADDENDA:

If 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
1	Mobilization / Demobilization	1	LS	427,031 ⁻	427,031 ⁻
2	Surveying	1	LS	59,470 ⁻	59,470 ⁻
3	Preparing and Implement SWPPP	1	LS	95,936 ⁻	95,936 ⁻
4	Clearing, Grubbing, Stripping	24	ACRES	2,575 ⁻	61,800 ⁻
5	Hydroseeding	6.4	Acres	3,691 ⁻	23,622.40
6	Excavation To Stockpile	410,000	CY	3.64	1,492,400 ⁻
7	Engineered Fill	26,200	CY	3.66	95,892 ⁻
8	Side Slope Subgrade Preparation	71,000	SF	1.03	73,130 ⁻
9	Floor Subgrade Preparation	416,000	SF	0.17	70,720 ⁻
10	Low Permeability Soil Layer	16,000	CY	8.01	128,160 ⁻
11	GCL	501,000	SF	1.09	546,090 ⁻
12	12-mil SCRIM Reinforced LLDPE Geomembrane Cover and Ballast System	495,000	SF	0.65	321,750 ⁻
13	60 mil HDPE Geomembrane	495,000	SF	0.72	356,400 ⁻
14	Single-Sided Geocomposite	75,000	SF	0.65	48,750 ⁻
15	Double-Sided Geocomposite	427,000	SF	0.92	392,840 ⁻
16	Protection Soil Cover	417,000	SF	0.45	187,650 ⁻

ITEM NO.	DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
17	Drainage Gravel	2,400	CY	100.14	240,336
18	8 oz. Geotextile	61,000	SF	0.48	29,280
19	8" Dia. Perforated HDPE Pipe	3,700	LF	21.91	81,067
20	Perimeter Road Anchor Trench	500	LF	33.32	16,660
21	Floor Liner Termination Berm	1,710	LF	22.20	37,962
22	Side Slope Anchor Trench	260	LF	17.90	4,654
23	Side Slope Liner Tie- In	310	LF	50.80	15,748
24	Floor Liner Tie-In	1,400	LF	37.41	52,374
25	8" Dia. Nonperf HDPE Leachate Collection Lateral	150	LF	119.40	17,910
26	24" HDPE Sump Riser Pipe	310	LF	538.20	166,842
27	12" Dia. HDPE Secondary Sump Rise Pipe	160	LF	155.20	24,832
28	24" Dia. Corrugated HDPE Culvert Pipe	110	LF	208.60	22,946
29	Rock Slope Protection	20	CY	696.30	13,926
30	Stockpile Erosion Protection	31	Acres	4,965	153,915
31	Geoelectric Leak Location Survey Support	1	LS	17,760	17,760
32	Aggregate Base	1,900	CY	104.63	198,797
MODULE VIII CONSTRUCTION COST					5,476,650.40

Note: CY= Cubic Yards, LF=Lineal Feet, LS= Lump Sum, SF=Square Feet

NOTE: AWARD SHALL BE "ALL OR NONE" or by "individual item(s)."

Other Notes: All prices quoted shall include all delivery costs and applicable taxes and permits. In case of discrepancy between the unit price and the total item cost of an item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and

the price thus obtained shall be the item price.

Payment for items of work required by the Contract Plans and Specifications for which no specific proposed item is shown shall be considered as included in the various proposal items of work and no 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.

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: Wood Bros., Inc.

AUTHORIZED SIGNATURE: 

PRINTED NAME & TITLE: Donald T. Wood, Secretary

DATE: January 7, 2026

CONTRACTOR'S LICENSE CERTIFICATION

FOR BID/CONTRACT NO. 9527

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: 558257

License classification is: A

The license expiration date is: February 28, 2027

The representations made herein are made under penalty of perjury.

Company name: Wood Bros., Inc

Sign and date here: [Signature] 1-7-26
(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.

AFFIRMATIVE ACTION STATEMENT

BID/CONTRACT NO. 9527

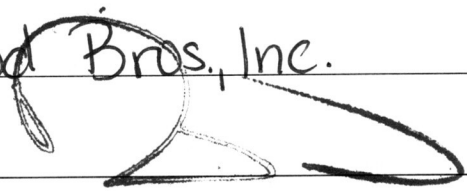
SUBMIT WITH BID

On behalf of Wood Bros., 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: Johnson Canyon Landfill Module 8 Project

Bid/Contract No.: 9527

Company Name: Wood Bros., Inc.

Contractor's Signature: 

Contractor's Name (printed) Donald T. Wood, Secretary

Date: January 7, 2024

DESIGNATION OF SUBCONTRACTORS

BID/CONTRACT NO. 9527

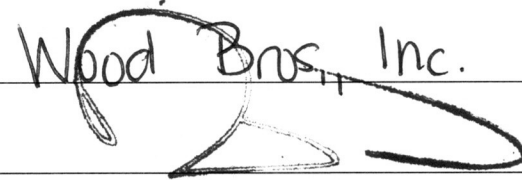
SUBMIT WITH BID

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, every Bidder shall in his bid set forth:

- 1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the work, in an amount in excess of one-half (1/2) of one percent (1%) of the Bidder's total bid. For any portion of the work not so designated Contractor agrees that he is fully qualified to perform that portion himself, and that he shall perform that portion himself. The successful Bidder shall not, without the consent of the Authority, either:
 - A. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 - B. Permit any subcontractor to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
 - C. Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which his original bid did not designate a subcontractor.

NAME OF SUBCONTRACTOR	LOCATION (address, city, zip)	DIVISION OF WORK
	14175 Ave 344	
D+E Construction	Visalia, CA 93292	Liner
SSEC	P.O. Box 1330 New Castle CA 95658	Erosion Control
F3 Associates	701 E H St Benicia CA 94510	Surveying
Deluge Consulting	P.O. Box 2768 Bakersfield, CA 93303	SW PPP

COMPANY NAME: Wood Bros, Inc.

By: 
Bidder's Signature

Date: January 7, 2026

BIDDER'S BOND

BID/CONTRACT NO. 9527

SUBMIT WITH BID

KNOW ALL MEN BY THESE PRESENTS:

That we, Wood Bros., Inc.

_____ ,
as Principal, and Markel Insurance Company ,
as Surety, are held and firmly bound unto the Salinas Valley Solid Waste Authority (Authority), in the penal sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to Authority for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a bid to the Authority for certain construction generally described as follows:

Johnson Canyon Landfill Module 8 Construction Project
Johnson Canyon Landfill
31400 Johnson Canyon Road, Gonzales, CA 93926

Description of Project. This project involves the construction of Johnson Canyon Landfill Module 8 Construction Project at the Johnson Canyon Landfill located near Gonzales, California. The work will include providing all labor, services, tools, machinery, equipment, and materials necessary to complete construction as described in the bid documents.

for which bids are to be opened as specified in Section I of this document at 126 Sun Street, Salinas, CA 93901, has been submitted by Principal to Authority.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within sixty (60) working days after said opening, and shall within the period specified therefore, or if no period be specified, within twenty (20) calendar days after the prescribed forms are presented to him for signature, enter into a written Contract with, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Authority in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

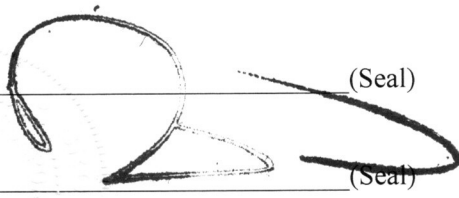
Bidder's Bond (Continued)

BID/CONTRACT NO. 9527

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon said bond by the Authority and judgment is recovered, the Surety shall pay all costs incurred by the Authority in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 30th
day of December, 2025.

By  (Seal)

Wood Bros., Inc. (Seal)
Principal

____ (Seal)

By  (Seal)
Allison Ocampo, Attorney-In-Fact

Market Insurance Company (Seal)
Surety

Address: 4521 Highwoods Parkway, Glen Allen, VA 23060

NOTE: Signatures of those executing for surety must be notarized.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Michael R. Strahan, Allison Ocampo, E. B. Strahan

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Seventy Million and 00/100 Dollars (\$70,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of September, 2024.

SureTec Insurance Company

By: 
Michael C. Keimig, President



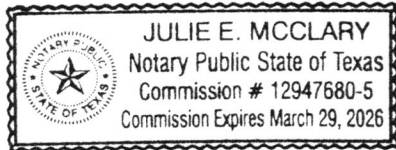
Markel Insurance Company

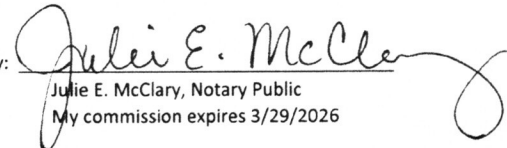
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 24th day of September, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



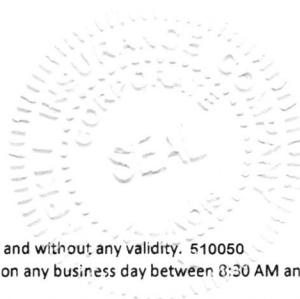
By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 30th day of December, 2025.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

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 San Diego)

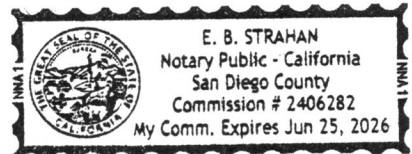
On 12/30/2025 before me, E.B. Strahan, Notary Public
(insert name and title of the officer)

personally appeared Allison Ocampo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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  (Seal)



DESIGNATION OF INSURANCE AGENT OR BROKER

BID/CONTRACT NO. 9527

SUBMIT WITH BID

It is proposed that the following insurance agent/broker and insurance company will provide policies of insurance or insurance certificates as required by the bid documents.

Insurance Agent or Broker: Woodruff Sawyer - April Kobayashi
Street: 1012 11th Street
City, State and Zip: Modesto CA 95354
Telephone: (209) 458 5805

Name of Insurance Company Providing Coverage and AMB and NAIC Nos.: See Attached
Best's Key Rating Guide of at least A VII? Yes [X] No

It is proposed that the following bonding agent or surety will provide payment and performance bonds as required by the bid documents.

Bonding Agent or Broker: KPS Insurance Services Inc.
Street: 555 West Beech Street Suite 503
City, State and Zip: San Diego CA 92101
Telephone: 858-566-8822

Name of Surety Company Providing Bonds and AMB and NAIC Nos.: Market Insurance Company

- 1. Admitted in California? Yes [X] NO
OR
Current Treasury Listed Surety (Federal Register)? Yes [X] NO
AND
Current A.M. Best B or better rating? Yes [X] NO
OR
Current Standard and Poor's Rating of BB or better? Yes NO

Designation of Insurance Agent or Broker (Continued)

BID/CONTRACT NO. 9527

2. (in lieu of 1)

An admitted surety insurer which complies with the provisions of the code of Civil Procedure, Section 995.660*.

* California Code of Civil Procedure Section 995.660 in summary, states that an admitted surety must provide 1) the original, or a certified copy of instrument authorizing the person who executed the bond to do so; 2) a certified copy of the Certificate of Authority issued by the Insurance Commissioner, 3) a certificate from county Clerk of Monterey County that Certificate of Authority has not been surrendered, revoked, canceled, annulled or suspended; 4) a financial statement showing the assets and liabilities of the insurer at the end of the quarter calendar year, prior to 30 days next preceding the date of the execution of the bond.

OR

3. In lieu of 1 and 2, a company of equal financial size and stability that is approved by the Authority General Manager.

By signing below, the bidder certifies that:

The above comply with the Authority standards for liability insurers and sureties pursuant to Section II, Part A; paragraph 14 of these bid documents: Yes NO . If 'No', your bid is subject to rejection.

COMPANY NAME:

Wood Bros, Inc

BY:

(Bidder's signature)

BIDDER'S NAME (printed):

Donald T. Wood, Secretary

DATE:

January 7, 2026

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER

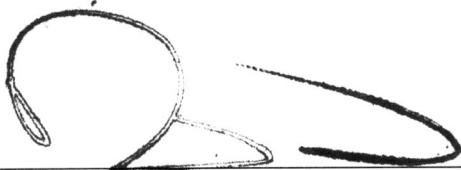
BID/CONTRACT NO. 9527

SUBMIT WITH BID

I, Donald T. Wood, am the
(name)
Secretary of Wood Bns, Inc.
(Position Title) (Company)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:


Signature

January 7, 2026
Date

STOP NOTICE INFORMATION

BID/CONTRACT NO. 9527

SUBMIT WITH BID

PROJECT NAME: Johnson Canyon landfill Module 8
Construction Project

CONTRACTOR'S NAME AND ADDRESS: Wood Bros, Inc.
PO Box 216
Lemoore CA 93245

Reference: California Civil Code, Division 3, Part 4, Title 15, Chapter 4

The following is provided for the information of Contractors, Subcontractors and suppliers of labor, materials, equipment, and services under Authority Contracts, and is not intended as legal advice. Advice of legal counsel should be obtained to ensure compliance with legal requirements relating to public works stop notices.

WHERE TO FILE: All original stop notices and preliminary 20-day notices (if required by California Civil Code 53098) must be filed with;

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

STOP NOTICE CONTENTS: See California Civil Code § 3103. Written notice, signed and verified by the claimant and including information such as the kind of labor, equipment, materials or service furnished or agreed to be furnished by the claimant; the name of the person/entity to or for whom the same was done or furnished; the amount in value of that already done or furnished and/or agreed to be done or furnished. Blank stop Notice forms are commercially available.

WHO MAY SERVE STOP NOTICE: See California Civil Code § 3181. All persons furnishing labor, materials, equipment or services to the job (except the original Contractor) and persons furnishing provisions, provender or other supplies.

HOW THE STOP NOTICE IS SERVED: See California Civil Code § 3103. Served by personal service, registered mail, or certified mail.

Stop Notice Information (Continued)

BID/CONTRACT NO. 9527


TIME FOR SERVICE: See California Civil Code § 3184. Stop notices must be served before the expiration of 30 days after the recording of a Notice of Completion (sometimes referred to as a Notice of Acceptance) or Notice of Cessation, if such notice is recorded or if no Notice of Completion or Notice of Cessation is recorded, 90 days after actual completion or cessation.

NOTICE OF PUBLIC ENTITY (OWNER): See California Civil Code § 3185. Provided that a stop notice claimant has paid to the Clerk of the Board of Supervisors the sum of \$2.00 at the time of filing a stop notice, the Clerk shall provide each stop notice claimant with notice of filing of a Notice of Completion or after the cessation of labor has been deemed a completion of a public work or after the acceptance of completion, whichever is later, to each stop notice claimant, by personal service or registered or certified mail.

RELEASE OF STOP NOTICE: See California Civil Code § 3196 and following. A stop notice can be released if the original Contractor files a corporate surety bond with the Clerk of the Board of Supervisors, in the amount of 125% of the stop notice claim. Alternatively, the original Contractor may file an affidavit pursuant to California Civil Code § 3198, stating objections to the validity of the stop notice. A counter affidavit may be filed by the claimant pursuant to 53200 and a summary legal proceeding may be held pursuant to § 3201 and following, to determine the validity of the stop notice. If no counter affidavit is filed, the stop notice funds shall be released. Alternatively, the Stop Notice claimant may file a Release in a form which substantially complies with California Civil Code § 3262.

STOP NOTICE LAWSUIT: See California Civil Codes § 3210 through 3214. These sections provide that a stop notice is perfected only by the filing of a lawsuit. A lawsuit must be filed no sooner than 10 days after service of a stop notice and no later than 90 days after the expiration of the time for filing stop notices. Notice of suit must be given to the Clerk of the Board within 5 days after commencement. The Court has the discretionary right to dismiss the lawsuit if it is not brought to trial within two years.

I HEREBY ACKNOWLEDGE THAT I RECEIVED AND READ THE ABOVE STOP NOTICE INFORMATION AND IF I AM AWARDED THIS CONTRACT, I AGREE TO INCLUDE A COPY OF THIS PAGE IN ALL SUBCONTRACTS AND CONTRACTS THAT I ENTER INTO FOR LABOR, MATERIALS, EQUIPMENT, AND SERVICES FOR THIS PROJECT:

Bidder's Signature:  Date: 1-7-26

Bidder's Name and Title (Print): Donald T. Wood, Secretary

PREVAILING WAGE STATEMENT

BID/CONTRACT NO. 9527

SUBMIT WITH BID

If awarded the Contract, we and our Subcontractors shall pay all the workers we assign to the project not less than the prevailing wage as determined by the State of California, Director of Industrial Relations in compliance with Paragraph 15 of the Construction Contract. We are aware that the Contractor shall be penalized for non-compliance by either the Contractor or his subcontractor(s).

In addition, we are informed of the following:

Copies of the prevailing wage rates are on file at:

Salinas Valley Solid Waste Authority
126 Sun Street
Salinas, CA 93901
(831) 775-3000

Or

State of California Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 5th Floor, Room 5184
San Francisco, CA 94104
(415) 703-4281

The successful bidder shall be required to post the prevailing wage determinations at each job site.

Each Contractor and Subcontractor shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per them wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection the public work.

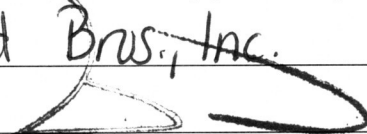
Certified copies of such payroll records must be furnished to the State or Salinas Valley Solid Waste Authority upon request.

By signing below, the bidder certifies that he shall comply with the prevailing wage laws.

Company Name:

Wood Bros., Inc.

Contractor's Signature:



Date:

January 7, 2026



WOOD BROS., INC

GENERAL ENGINEERING CONTRACTOR

P.O. Box 216

Lemoore, CA 93245

Phone: (559) 924-7715 | Fax: (559) 924-4595

License #558257

January 7, 2026

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

Thank you for the opportunity to supply you with a bid package from Wood Brothers, Inc. Family owned and operated since 1949, our company local to the area has a strong bond with the community. We maintain a Class A California Contractors License #558257 in good standing, and this license includes a hazardous substance removal and remedial action certification. Wood Bros Inc., is fully licensed and insured with bonding capabilities in excess of \$50 million.

Wood Brothers, Inc. has vast experience in the construction and agriculture industries. We have worked on a variety of projects including, but not limited to landfill closures, landfill expansions, waste water treatment plants, golf courses, subdivisions, industrial parks, airports, highway construction, detention basins, levee construction, emergency flood control, land leveling, dairy facilities, etc. Wood Brothers, Inc., excels in site preparation, grubbing, excavating, importing and exporting of materials with mass truck loading capabilities and grading. Our resume includes:

- Clean Closure of the Mendota Landfill
- City of Santa Cruz, Solid Waste Cell 2 Development
- City of Santa Cruz, Solid Waste Cell 3a Development
- West Side Detention Basin Restoration, DWR, Huron, CA
- County of Fresno, American Avenue Disposal Site Phase III Expansion
- County of Fresno, American Avenue Modules 4,5, and 6 Expansion
- County of Fresno, American Avenue Modules 7 and 8 Expansion
- County of Tulare, Visalia Landfill Phase 2 Development
- County of Tulare, Visalia Landfill Phase 3 Development
- Waste Connections Avenal, CA
- Waste Connections-John Smith Landfill, Hollister, CA
- Merced County RWMA - Billy Wright Landfill, Los Banos, CA
- MRWMD – Marina Landfill, Monterey County, CA



WOOD BROS., INC

GENERAL ENGINEERING CONTRACTOR

P.O. Box 216

Lemoore, CA 93245

Phone: (559) 924-7715 | Fax: (559) 924-4595

License #558257

Donald T. Wood will be the person authorized by the firm to sign and negotiate a contract with SVSWA. Don Wood is co-owner of Wood Brothers, Inc., and is the Secretary-Treasurer and CEO of the Corporation.

Wood Brothers, Inc. will comply with all SVSWA's insurance requirements as specified in the Sample Agreement.

If you have any questions on our company or would like additional information on projects that we have been involved in, please do not hesitate to contact me at (559) 924-7715.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald T. Wood'. The signature is stylized with a large, sweeping 'D' and a long, horizontal tail.

Donald T. Wood
Secretary
Wood Bros., Inc



Wood Bros., Inc. – Project References

County of Tulare

Project: Visalia Landfill Phase 3 Expansion
Excavation Quantity: 191,500 cy
Owner Representative: Mario Pulido
Contact Phone Number: 559-627-7208
Contract Value: \$4,128,424.59
Value of Work Performed: 100%
Est. Completion Date: 02/28/2018

Fresno County Department of Public Works and Planning

Project: American Avenue Landfill Modules 7 & 8
Excavation Quantity: 1,238,000 cy
Owner Representative: Daniel Amann
Contact Phone Number: 559-600-4259
Contract Amount: \$5,670,260.69
Value of Work Performed: 100%
Date of Completion: 6/1/18

Waste Connections

Project: John Smith Road Landfill
Excavation Quantity: 300,043 cy
Owner Representative: Tom Riley
Contact Phone Number: 916-549-0443
Contract Amount: \$3,334,125.41
Value of Work Performed: 100%
Date of Completion: 12/15/2018

Merced County Regional Waste Management Authority

Project: Billy Wright Landfill Phase 2B Expansion
Excavation Quantity: 480,710 cy
Owner Representative: Paul Scott
Contact Phone Number: 209-753-7096
Contract Amount: \$4,941,778.62
Value of Work Performed: 100%
Date of Completion: 2/5/19

Waste Connections

Project: John Smith Road Landfill
Excavation Quantity: 172,000 cy
Owner Representative: Tom Riley
Contact Phone Number: 916-549-0443
Contract Amount: \$2,285,913.8
Value of Work Performed: 100%
Date of Completion: 11/15/2019

Salinas Valley Waste Authority

Project: Johnson Canyon Landfill Module 7
Excavation Quantity: 404,000 cy
Owner Representative: Brian Kennedy
Contact Phone Number: 831-775-3013



Wood Bros., Inc. – Project References

Contract Amount: \$4,156,243.31
Value of Work Performed: 100%
Date of Completion: 11/30/2019

Waste Connections

Project: John Smith Road Landfill
Excavation Quantity: 300,405 cy
Owner Representative: Tom Riley
Contact Phone Number: 916-549-0443
Contract Amount: \$3,208,180.00
Value of Work Performed: 100%
Date of Completion: 10/31/2020

Waste Connections

Project: Avenal Landfill
Excavation Quantity: 213,895 cy
Owner Representative: Randal Bodnar
Contact Phone Number: 602-690-8466
Contract Amount: \$1,209,656.73
Value of Work Performed: 100%
Date of Completion: 11/12/2021

Madera County Public Works

Project: Fairmead Landfill Cell 2C Liner Expansion
Excavation Quantity: 259,461 cy
Owner Representative: Jared Carter
Contact Phone Number: 559-675-7811
Contract Amount: \$3,678,725.87
Value of Work Performed: 100%
Date of Completion: 12/5/2022

Waste Connections

Project: Avenal Landfill Module 6B
Excavation Quantity: 279,122 cy
Owner Representative: Randal Bodnar
Contact Phone Number: 602-690-8466
Contract Amount: \$2,953,224.01
Value of Work Performed: Notice to Proceed 2/6/23
Date of Completion:

Merced County Regional Waste Management Authority

Project: Billy Wright Landfill and Highway 59 Landfill
Excavation Quantity: 706,610 cy
Owner Representative: Jared Tramp
Contact Phone Number: 209-723-4481
Contract Amount: \$9,478,324
Value of Work Performed: 100%
Date of Completion: 2/28/2023



Wood Bros., Inc. – Project References

Current Projects

County of Tulare

Project:	Woodville Landfill, Unit II, Phase 1 Construction
Excavation Quantity:	894,600 cy
Owner Representative:	Grey Thompkins
Contact Phone Number:	559-679-2392
Contract Amount:	\$10,396,678.75
Value of Work Performed:	12%
Date of Completion:	Active

PUBLIC CONTRACT CODE SECTION 10232 AND SECTION 10285.1 STATEMENT

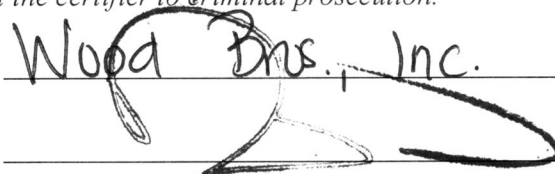
BID/CONTRACT NO. 9527

SUBMIT WITH BID

- A. In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.
- B. In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats 1985), the bidder, hereby states under penalty of perjury under the laws of the State of California that the bidder has _____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in the Public Contract Code Section 1101, with any public entity, as defined in the Public Contract Code 1100. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1. (Note: Bidder MUST place a check after "has" or "has not" in the one of the blank spaces provided.)

By signing below, the bidder certifies the above statements. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Company Name: Wood Bns., Inc.

Contractor's Signature: 

Contractor's Name (printed): Donald T. Wood Secretary

Date: January 7, 2020

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

BID/CONTRACT NO. 9527

SUBMIT WITH BID

In conformance with Public Contract Code Section 10162, the Contractor, hereby answers under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ___ or No X

If the answer is yes, explain the circumstances in the following space.

By signing below, the bidder certifies the above statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Company Name: Wood Bns, Inc

Contractor's Signature: 

Contractor's Name (printed): Donald T. Wood, Secretary

Date: January 7, 2026



SALINAS VALLEY SOLID WASTE AUTHORITY

REQUESTS FOR BIDS

Johnson Canyon Landfill Module 8 Construction Project

ADDENDUM I

12/11/25

Dear Bidder:

This addendum forms a part of and modifies the Request for Bids (RFB) entitled “**Johnson Canyon Landfill Module 8 Construction Project**”

Bidders shall prepare and submit their bids with full acknowledgment and consideration of this Addendum. The revisions and clarifications provided herein are an integral part of the RFB.

QUESTIONS AND RESPONSES

1. Looking to see if there is a desired start date on this project. I haven't seen one specified.

Answer 1.

The Authority intends to award the contract at the January 22, 2026 Board meeting and issue the Notice to Proceed within ten (10) days of Board approval. Commencement of excavation activities—and the start of contract working days—will be contingent upon site conditions, as borrow and fill areas must be sufficiently dry to safely support heavy construction equipment.

2. Do we salvage the existing leachate tank?

Answer 2.

No. The existing leachate tank will be removed by the Owner prior to the commencement of contract work.

3. Please provide CAD files for this project.

Answer 3.

See CAD file at the link below.

JC Mod 8 CAD Files

4. Is construction water available at no cost to the contractor.

Answer 4.

Yes. Construction water is available onsite at no cost to the contractor.

5. We are in the process of requesting a Bid Bond for the above referenced project, but cannot locate a fixed amount for Liquidated Damages which needs to be included in our Bid Bond request. Under 3.2 it states the screenshot below only with NO amount. Please advise on what the daily amount is for Liquidated Damages so we can get our Bid Bond processed so that we may bid this project.

3.2 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 _____ Dollars (\$ _____) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the Authority or owner of the utility to provide for removal or relocation of utility facilities.

Answer 5.

Liquidated Damages for this project will be \$2000 per working day.

NOTICE TO BIDDERS

Bidders must acknowledge receipt of this Addendum by including it in the Bidder's Package. Bidders shall notify all subcontractors and suppliers of the information contained herein.

The Authority reserves the right to reject any bid, any portion of a bid, or all bids, and to waive informalities as deemed in the Authority's best interest.

This Addendum has been transmitted via email to ensure all qualified bidders receive it.



Project Name/No.: JCLF Module VIII Construction
Project Manager: Brian Kennedy

Contract No.: 9527
Approved: _____

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Not Applicable



Report to the Board of Directors

ITEM NO. 8

Finance and Administration
Manager/Controller/Treasurer

Interim General Manager/CAO

R. Santos by E.T.
Authority General Counsel

Date: January 22, 2026
From: Cesar Zuñiga, Interim General Manager
Title: A Resolution Declaring Surplus Property and Authorizing the Interim General Manager /CAO to Dispose of Property

RECOMMENDATION

Staff recommend that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

The sale of surplus property may generate some revenue. The surplus 2004 Ford F-250 truck, 2005 Caterpillar 325CL excavator and 2008 Caterpillar 140M Grader will be placed for sale. Reasonable offers will be considered for the sale of surplus units.

DISCUSSION & ANALYSIS

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

List of Items to be surplus:

Description	Vin Number	Reason for Surplus	Estimated Value	Estimated Revenue from:
2004 Ford F-250 Truck	1FTNX21L04EB58997	Age / Repair Cost	\$500	Auction / Scrap Value
2005 Caterpillar 325CL Excavator	BMM00606	Age / CARB	\$30,000	Auction
2008 Caterpillar 140M Grader	B9M00625	Age / CARB	\$60,000	Auction

Staff would like to surplus the above-listed equipment based on its age, hours, and regulations associated with CARB.

The 2004 Ford F-250 truck has over 250,000 miles and was purchased for the Field Operations Supervisor in 2004. The unit has been used as a site truck at the Johnson Canyon Landfill since 2015. The truck needs repairs and parts for this unit are difficult to obtain due to its age. The truck will be placed for auction, if it does not sell it will be junked for scrap value.

The 2005 Caterpillar 325CL Excavator was purchased in 2010 for the Crazy Horse Landfill closure project. Once the facility closure was completed it was moved to the Johnson Canyon Landfill and used as a regional unit at all sites as needed. The excavator will not be CARB compliant by 2027 and has been replaced with a recent purchase approved by the Board of Directors in October 2025. The unit will be placed for sale on an auction site.

The 2008 Caterpillar 140M Grader was purchased in 2014 for the Johnson Canyon Landfill operations. The unit needs significant work and has a Tier III engine which will no longer be compliant with CARB regulation and will have to be phased out by 2027. A CARB compliant grader was approved for purchase by the Board in November 2025 which replaces the 2008 Caterpillar 140M unit. The unit will also be placed for sale on an auction site.

BACKGROUND

The Authority purchased the requested surplus equipment between 2004 to 2014 to assist with field operations at Authority facilities. The 2004 Ford F-250 has over 250,000 miles and needs some major repairs.

The 2005 Caterpillar 325CL Excavator was purchased in 2010 at the time the Authority began the in-house closure of the Crazy Horse Landfill. The unit has been used at all Authority facilities for the past 15 years. The unit has a Tier II engine which will not be CARB compliant effective 2027.

The Authority purchased the 2008 Caterpillar 140M grader in 2014 as part of the Johnson Canyon Landfill operations. The unit has been used extensively for the past 11 years, but it has a Tier III engine which will not be CARB compliant in 2027.

All proceeds from the surplus equipment sales will be re-deposited into the equipment replacement fund for future capital needs.

ATTACHMENT(S):

Resolution

RESOLUTION NO. 2026 -

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

WHEREAS, the Authority has a replacement schedule that allows staff to replace equipment that may exceed its value to repair; and,

WHEREAS, the 2004 Ford F-250 truck, 2005 Caterpillar 325CL excavator, and 2008 Caterpillar 140M grader have been identified based on its operational status, age, availability of parts, cost to repair, or regulatory compliance; and,

WHEREAS, the above-described property has been or will be replaced in accordance with the agency's equipment replacement schedule and can be declared surplus.

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

- 2004 Ford F-250 Truck VIN No. 1FTNX21L04EB58997
- 2005 Caterpillar 325CL Excavator Serial No. BMM00606
- 2008 Caterpillar 140M Grader Serial No. B9M00625

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

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 22nd day of January 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Elizabeth Silva, Vice President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel



Report to the Board of Directors

Date: January 22, 2026
From: Monica Zuniga, Human Resources Supervisor
Title: A Public Hearing in Accordance with Assembly Bill 2561/Government Code Section 3502.3

ITEM NO. 9

N/A

Finance and Administration Manager/
Controller/Treasurer

Interim General Manager/CAO

N/A

Authority General Counsel

THE ATTACHED PRESENTATION WILL BE GIVEN AT THE MEETING

Attachment

1. PowerPoint Presentation



AB 2561 Presentation

Status of Vacancies, Recruitment & Retention Efforts 2025

By: Monica Zuniga
Human Resources Supervisor

Published 1/15/2026

1

Background

- **AB 2561 imposes three requirements on local agencies:**
 - Hold public hearing at least once each fiscal year, before the budget is approved
 - Agency must identify any necessary changes to policies, procedures and recruitment activities that may lead to obstacles
 - Agency must allow recognized employee organization units to make a presentation at the hearing



2

Workforce Information

- **Total Budgeted/Authorized Full Time Positions: 67**
- **Services Rendered to the Public by Budgeted/Authorized Workforce:**
 - The Salinas Valley Solid Waste Authority (SVSWA), operating as Salinas Valley Recycles, offers a comprehensive range of waste management, recycling services and education to residents and businesses in the Salinas Valley region, including the cities of Salinas, Gonzales, King City, Greenfield, Soledad, and surrounding unincorporated areas.



3

Vacancy Information

2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
# of Vacancies Created	0	0	3	0	5	0	0	0	1	3	0	1
# of Vacancies Filled	1	0	0	0	4	3	1	0	0	2	0	2
# of Remaining Vacancies	0	0	3	3	4	1	0	0	1	2	2	1
# of Budgeted FTEs	66	66	67	67	67	67	67	67	67	67	67	67
# of Vacancies	0%	0%	4.5%	4.5%	6%	1.5%	0%	0%	1.5%	3%	3%	1.5%

- Average % of Vacancies at the End of Each Month: **2.1%**
- Highest % of Vacancies at the End of a Month: **6%**
- Lowest % of Vacancies at the End of a Month: **0%**



4

Recruitment Information

Recruitment/Hiring Process	Description
Vacancy Created	Voluntary Separation, Retirement, Involuntary Separation, Internal Movement, Newly Budgeted Position
Recruitment Requisition	Manager submits recruitment requisition to fill vacancy for HR to process
Determine Recruitment Activity Type	Utilize existing eligibility list/ongoing recruitment, recruit external & internal, or recruit internal only
Job Posting	Advertise job opening and recruitment on websites, agency social media platforms and at the scale houses
Application Screening	Pass applicants that meet minimum qualifications
Candidate Oral Interview	Candidates who possess the relevant experience, skills, and qualifications that align with the job requirements
Candidate Written Exam (if applicable)	Candidates who possess the relevant experience, skills, and qualifications that align with the job requirements
Select Candidate from Eligibility List	HR and interview committee recommend hire of top candidate on eligibility list to Manager, Manager approves recommendation
Conditional Job Offer	GM authorizes HR to make conditional job offer to selected candidate
Pre-employment Process	Selected candidate accepts conditional job offer, HR processes background check and physical
Job Placement	Selected candidate passes background check and physical, selected candidate is given an employment start date

5

Recruitment Information

- **Recruitment Statistics:**
- Total # of Vacancies Filled During **2025: 13**
 - # of Vacancies Filled by Existing Eligibility List Recruitment: **1**
 - # of Vacancies Filled by New External/Internal Recruitment: **8**
 - # of Vacancies Filled by New Internal Only Recruitment: **4**



6

Hiring Issues

- Salinas Valley Solid Waste Authority reviewed applicable procedures, and recruitment activities to identify any potential obstacles in the Authority's hiring process.
- The Authority identified the following potential obstacles:
 - **Electronic Application accessibility**
- The Authority will make the following changes to address these obstacles:
 - **Establish a QR Code for direct link to online application**



7

Retention Information

- Retention Statistics:
- Total # of Vacancies Created During **2025: 13**
 - # of Vacancies Created by Newly Budgeted Positions: **2**
 - % of Vacancies Resulting From Staffing Growth: **15%**
 - # of Vacancies Created by Internal Promotion: **4**
 - # of Vacancies Created by Internal Transfer: **0**
 - % of Vacancies Resulting From Internal Opportunity: **31%**



8

Retention Information (cont.)

- Retention Statistics:
- Total # of Vacancies Created During **2025: 13**
 - # of Vacancies Created by Retirement: **1**
 - # of Vacancies Created by Involuntary Separation: **4**
 - % of Vacancies Resulting From Attrition: **38%**
 - # of Vacancies Created by Voluntary Separation: **2**
 - % of Vacancies Resulting From Turnover: **15%**



9

Retention Efforts

- Generous time-off leave
- Employee Assistance Program (EAP)
- Opportunity for annual merit increases
- Completed a Compensation Study across all three represented groups
 - **MOU agreements**
 - **Approved COLA**
 - **Equity adjustment**
 - **Competitive pay and benefits**

10

Thank you!

Questions?





Report to the Board of Directors

Date: January 22, 2026
From: Monica Zuniga, Human Resources Supervisor
Title: 2025 Employee Survey

ITEM NO. 10

N/A

Finance and Administration Manager/
Controller/Treasurer

Interim General Manager/CAO

N/A

Authority General Counsel

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

Attachment

1. PowerPoint Presentation



2025 Employee Survey

By: Monica Zuniga
Human Resources Supervisor

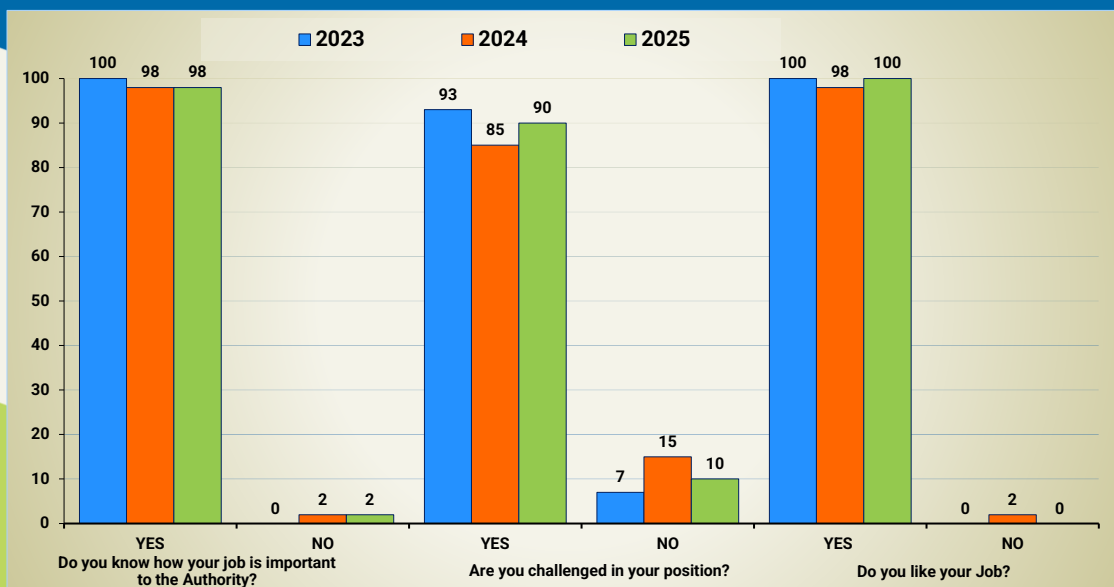
Published 1/15/26

Survey Goals

- Employee Engagement
- Identify Strengths & areas for improvement
- Support retention & organizational effectiveness

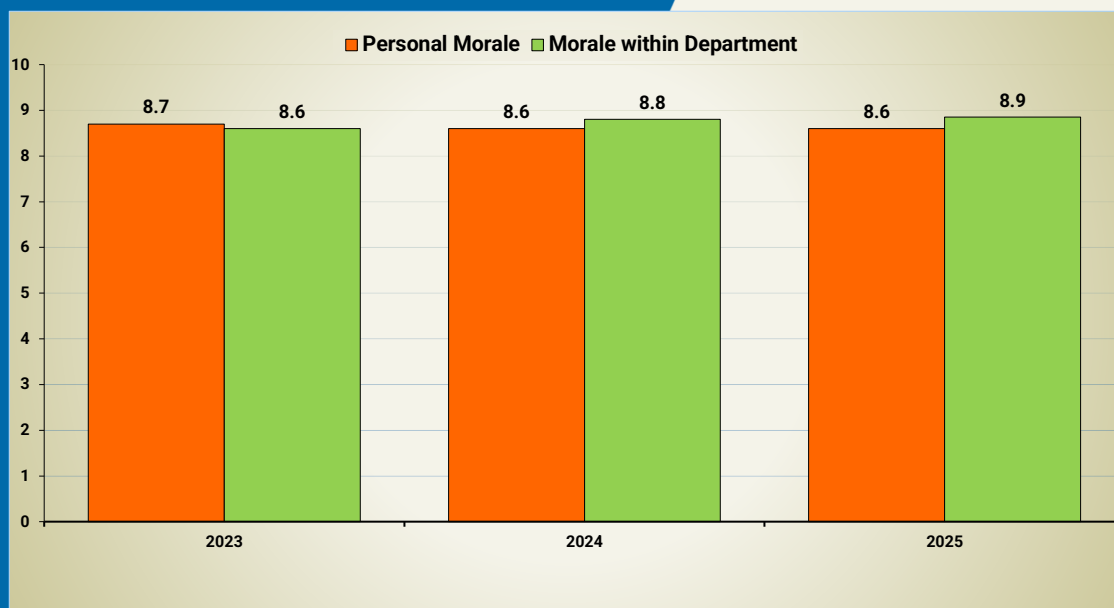


Job Attitude



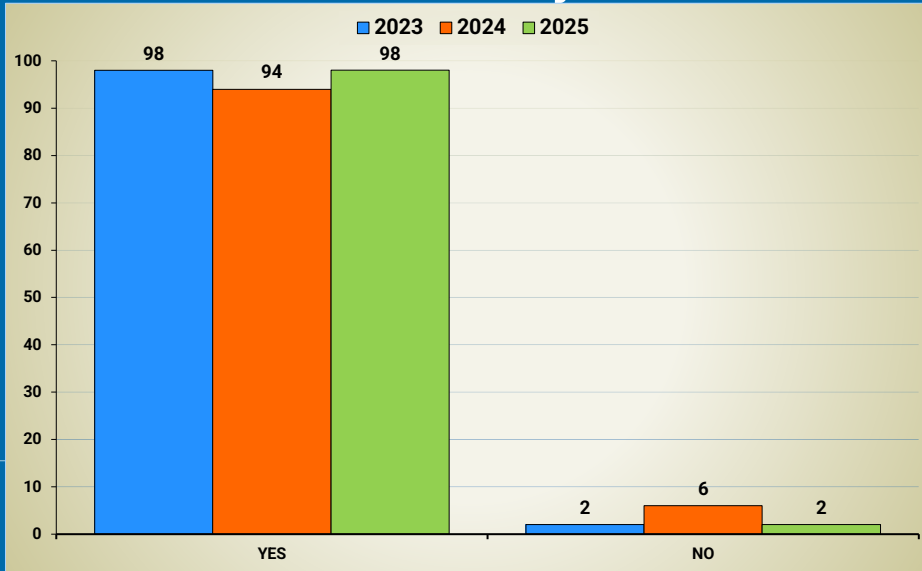
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MORALE



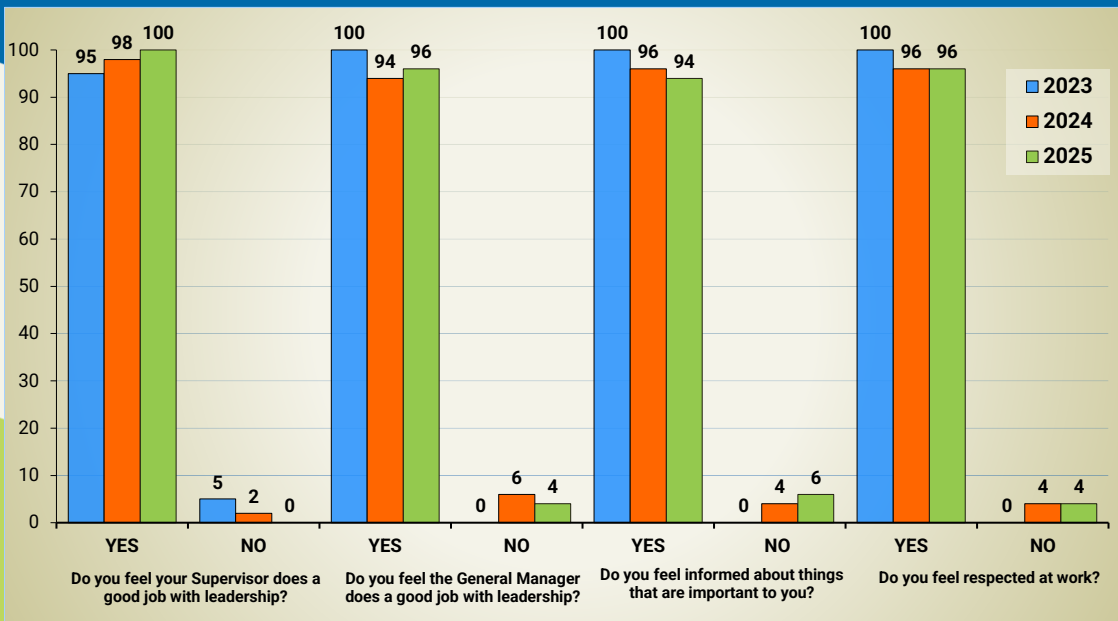
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Do you know the Mission, Vision, and Goals of the Authority?



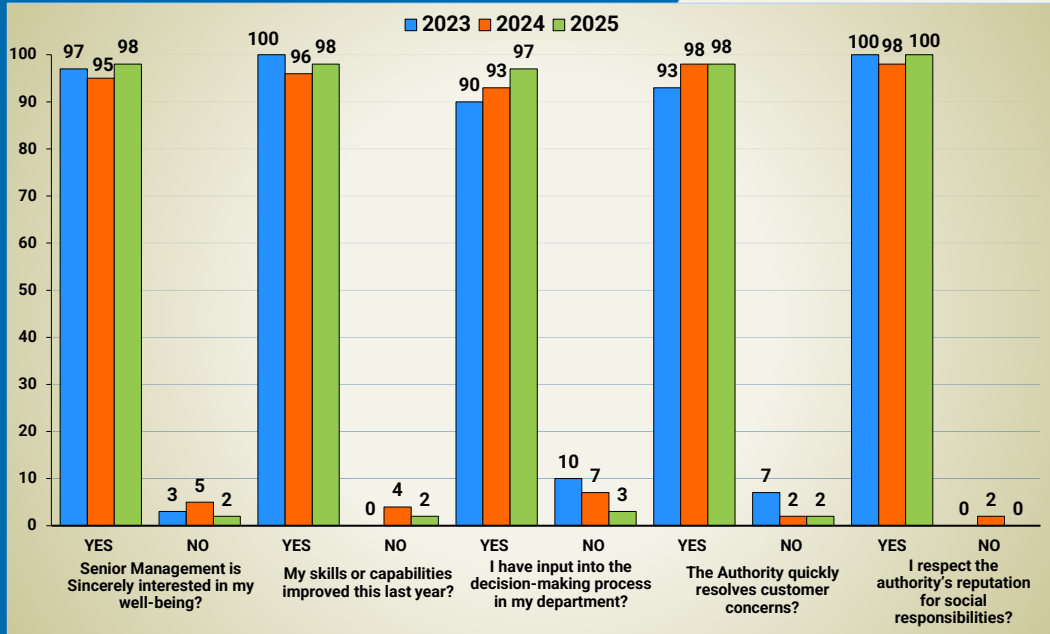
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General Attitude



6

Engagement



7



KEY RESPONSES

















8

ACTION PLAN & NEXT STEPS

- Leadership will review the results
- Share the summary with employees
- Develop measurable improvements
- Progress update to be shared with employees
- Remain committed to fostering a healthy and effective workplace that supports our public service.

Listening. Learning. Leading with purpose.

9



Thank You

Questions?

10



Report to the Board of Directors

Date: January 22, 2026
From: Mandy Brooks, Resource Recovery Manager
Title: Fiscal Year 2025-26 Edible Food Recovery Grant Awards

ITEM NO. 11

N/A

Finance and Administration Manager/
Controller/Treasurer

Interim General Manager/CAO

N/A

Authority General Counsel

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

Attachment

- 1. PowerPoint Presentation

FY 25-26 Edible Food Recovery Grant Awards



Salinas Valley Solid Waste Authority
Board Meeting | Jan 22, 2026

Published 1/15/26

1

Background

- SB 1383 Requirement
- Countywide Program
- Annually funded by SVR & ReGen
- 4 Cycles of Grants Awarded

24 Awards | Totaling over \$386,873

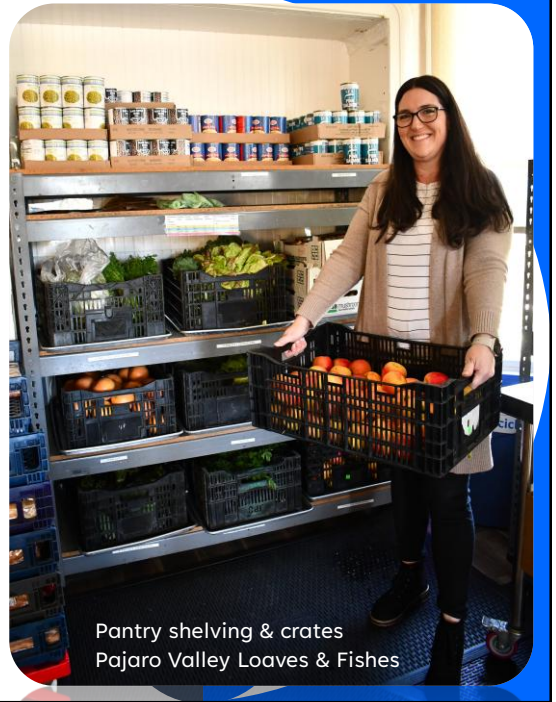


Commercial Freezer
Shoreline Community Church

2


Cyle of Funding

- FY 25-25 Total Funding: \$95,171
- 14 Applications Received | Requesting over \$253,760



3

FY 25-26 Awardees

	Organization	Total Award \$	SVR Contribution	ReGen Contribution	Project Summary
	CSUMB Basic Needs	\$25,000	\$12,500	\$12,500	Staff Position
	YWCA Mo. County	\$15,535	\$7,767.50	\$7,767.50	Refrigerator, freezer, supplies, gas
	All In Monterey County	\$10,000	\$5,000	\$5,000	Storage racks, refrigerator, freezer, gas
	Veteran's Transition Cntr.	\$10,493	\$5,246.50	\$5,246.50	Walk-in Freezer
	Meals on Wheels Mo. Pen.	\$12,778	\$6,389	\$6,389	Food dehydrator, storage bins, supplies, staff time
	CSC St Mary's	\$7,249	\$3,624.50	\$3,624.50	Refrigerator, freezer, food carts, shelving, gas
	Gathering for Women	\$14,116.33	\$9,472.50	\$4,643.83	Staff time, wheeled food cart, gas
	TOTAL	\$95,171.33	\$50,000	\$45,171.33	

4

Comments or Questions?

THANK YOU!





Report to the Board of Directors

ITEM NO. 12

Finance and Administration
Manager/Controller/Treasurer

Interim General Manager/CAO

N/A

Authority General Counsel

Date: January 22, 2026
From: C. Ray Hendricks, Finance and Administration Manager
Title: Request for FY 2026-27 Preliminary Budget Direction

RECOMMENDATION

The Executive Committee provided input and recommendations at the Executive Committee Meeting and forwarded this item to the Board for discussion and input so that staff can move forward with the budget process.

DISCUSSION & ANALYSIS

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

Budget Summary

The preliminary budget is written as a status quo budget:

- No major changes in operations are expected during FY 2026-27.

The Proposed Budget is balanced as presented but **does** require rate increases which are discussed below.

The following is a consolidated summary of the proposed budget changes.

	2025-26	2026-27 PROPOSED
<u>BUDGETED REVENUE</u>		
OPERATING REVENUES	28,404,700	29,400,200
USE OF ONE TIME SURPLUS	<u>0</u>	<u>0</u>
TOTAL BUDGETED REVENUE	<u>28,404,700</u>	<u>29,400,200</u>
<u>BUDGETED EXPENDITURES</u>		
OPERATING EXPENDITURES	20,574,000	21,431,900
ESTIMATED SET ASIDE (NEW CELL)	1,125,000	1,125,000
DEBT SERVICE	3,111,000	3,113,100
CIP ALLOCATION	2,265,000	2,323,000
POST CLOSURE	<u>1,314,000</u>	<u>1,375,000</u>
TOTAL BUDGETED EXPENDITURES	<u>28,389,000</u>	<u>29,368,000</u>
 BALANCE USED FOR RESERVES	 <u>15,700</u>	 <u>32,200</u>

Revenue Increases (\$995,500)

Following are the Rate Increases that staff is recommending in order to balance the FY 2026-27 Budget

Rate	Current	Increase Amount	FY 2026-27 Rate
AB939 Fee (Total)	5,650,200	Reallocation	5,650,200
Tipping Fee	67.00	3.00	70.00
Organics Tipping Fee	61.50	1.75	63.00
Franchise Transportation	21.05	1.00	22.00

Revenues are projected to increase 3.5% in total. The following table summarizes the projected increases.

SOLID WASTE RATE INCREASE	697,200
TRANSPORTATION/HAULING	176,000
ORGANICS RATE INCREASE	83,000
OTHER REVENUE ADJUSTMENTS	<u>39,300</u>
INCREASED REVENUE	995,500

Solid Waste Rate Increase (\$697,200)

Increasing the Tipping fee for solid waste as well as other materials whose tipping fees are tied to the solid waste rate by \$3/ton would generate an additional **\$697,200** in additional revenue.

Transportation/Hauling (\$176,000)

Scheduled Increase to the transportation contract at Madison Lane as well as a \$1.00/ton surcharge increase for Franchise Waste at Authority Transfer Stations is expected to generate an additional **\$176,000** in additional revenue.

Organics Fee Increase (\$83,000)

Increases expected from Atlas (The Authority's Organics Processor), as well as increases to the staffing for the depackager, require an increase of to \$63.00/ton to keep the program fully self-funded. The \$1.75/ton increase will generate an additional **\$83,000**.

Other Revenue Adjustments (\$39,300)

Increases to contract administration, sales of materials, and other minor adjustments is expected to generate an increase of **\$39,300** in revenue.

Estimated Rate Impacts

The estimated rate impacts below for each hauler under the option recommended is between 0.3% - 1.2% of the total customer rate. Rate increase estimates do not include hauler and franchise fee increases. The three most common service levels are shown below.

Hauler	Service Level	Current	2026-27 Increase	% of Total Bill
Republic - Salinas	32 gal	36.46	.27	0.7%
Tri Cities	48 gal	41.99	.43	1.0%
WM- County	35 gal	51.12	.45	0.9%
WM- King City	35 gal	49.83	.59	1.2%
Republic - Salinas	1 cy	399.76	1.21	0.3%
Tri Cities	1 cy	248.83	2.14	0.9%
WM- County	1 cy	203.67	1.78	0.9%
WM- King City	1 cy	209.40	2.47	1.2%
Republic - Salinas	3 cy	569.16	3.62	0.6%
Tri Cities	3 cy	569.27	6.41	1.1%
WM- County	3 cy	470.50	4.11	1.0%
WM- King City	3 cy	473.54	5.58	1.2%

Budgeted Expenditure Increases (\$857,900)

<i>Payroll Increases (Total)</i>	825,100
<i>Facility/Equipment Insurance</i>	74,900
<i>Organics Processing</i>	49,900
<i>All Other Increases / (Decreases)</i>	(92,000)
Total Operating Budget Increase	\$ 857,900

Payroll Increase (\$1,091,100)

Following is a Summary of the Payroll Increases:

<i>COLA SVRFOU(4.0%)</i>	200,300
<i>MOU Adjustments</i>	135,800
<i>Merit Increases</i>	133,700
<i>Medical Premiums</i>	136,500
<i>COLA Admin (3.0%)</i>	58,100
<i>COLA MGMT (3.0%)</i>	30,900
<i>Other Payroll Adjustments</i>	(8,900)
Payroll/Benefit Increases	686,600
<i>Diversion Systems Maintenance Worker</i>	138,500
<i>Equipment Maintenance Worker</i>	0
Total Payroll Increases	\$ 825,100

Staff is requesting the following staff allocations:

Diversion Systems Maintenance Worker

As part of SB1383 the Authority has established the Depackager and Construction and Demolition sort line to recover organics from the waste streams. Over the past three years the programs have continued to grow and operate seven (7) days a week at the Johnson Canyon Landfill. We currently run both operations with three Diversion System Maintenance Workers who process material, empty trash bins, and service the equipment at these two facilities. As we continue to grow the programs, we need additional staff to ensure proper staffing levels year-round to keep up with deliveries, while also covering staff shortages associated with paid time off or illness. Staff request the addition of one (1) Diversion System Maintenance Worker to assist with current levels of service and processing. Total salaries and benefits for this position is **\$138,500**.

Equipment Maintenance Worker

The Authority has over one hundred (100) pieces of equipment to maintain and two (2) Equipment Maintenance Technicians. When numerous units are down for repair or maintenance staff use outside help to keep up. The addition of an Equipment Maintenance Worker who performs services such as oil and filter changes along with minor repairs such as hydraulic hose replacement, equipment lube, and other minor tasks that currently consume some of the Equipment Maintenance Technicians' time will free them up to perform repairs that may otherwise be sourced out to other vendors for assistance. Total salaries and benefits for this position is **\$156,700** and **will be funded through a reduction in the maintenance budget**.

Facility/Equipment Insurance (\$74,900)

While it is too early to accurately predict, current trends show that insurance premiums are expected to increase ten to fifteen percent depending on coverage. An additional \$74,900 is being budgeted to ensure adequate funding.

Organics Processing (\$49,900)

Expected increases from our vendor for processing 47,500 tons of organics are expected to cost the Authority an additional \$49,900.

CIP/Post-Closure Budget

The Authority tries to fund known capital from operations on a save-as-you-go basis. For some projects, this requires allocating funds to CIPs over several years. All CIP budgets are increasing by 3% to account for continued increases in the costs of capital. The year-over-year changes are shown in summary on the table below.

	FY 2025-26 Approved CIP Allocation	FY 2026-27 Proposed CIP Allocation	Change
<i>Post-Closure</i>	1,314,000	1,375,000	61,000
<i>Equipment Purchase/Replacement</i>	1,222,000	1,288,000	66,000
<i>JC Landfill</i>	453,000	468,000	15,000
<i>SB1383 Procurement Requirement</i>	430,000	430,000	0
<i>Roadway Improvements</i>	106,000	109,000	3,000
<i>Transfer Station Improvements</i>	27,000	28,000	1,000
<i>Diversion Programs</i>	27,000	0	(27,000)
<i>Total CIP Allocation</i>	3,579,000	3,698,000	119,000
<i>Estimated New Cell Set Aside @\$5.00/ton (Included in Operating Budget)</i>	1,125,000	1,125,000	0
<i>Total CIP/Set Asides</i>	4,704,000	4,823,000	119,000

BACKGROUND

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

ATTACHMENT(S)

1. FY 2026-27 Two-Year Budget Comparison
2. Power Point Presentation

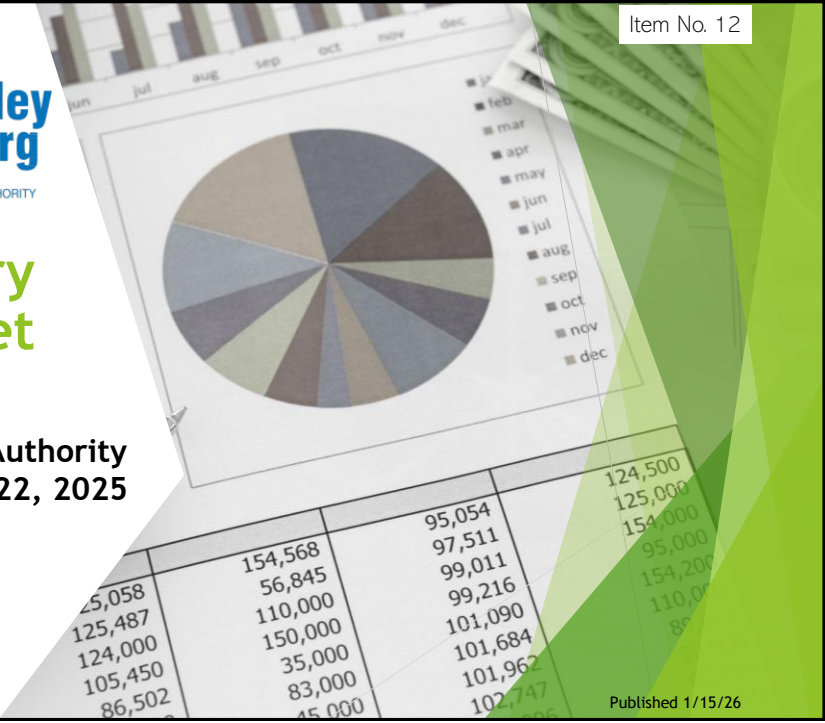
Salinas Valley Solid Waste Authority
Two-Year Budget Comparison
FY 2026-27

	FY 2025-26 Budget	FY 2026-27 Proposed Budget	% Change
<u>Revenues</u>			
Tipping Fees - Solid Waste	15,075,000	15,750,000	4.5%
Tipping Fees - Diverted Materials	3,577,500	3,682,000	2.9%
AB939 Service Fee	5,650,200	5,650,200	0.0%
Charges for Services	2,787,000	2,978,000	6.9%
Sales of Materials	175,000	200,000	14.3%
Gas Royalties	340,000	340,000	0.0%
Investment Earnings	800,000	800,000	0.0%
Total Revenues	<u>28,404,700</u>	<u>29,400,200</u>	3.5%
<u>Operating Expenditures</u>			
1110 - Executive Administration	599,900	692,300	15.4%
1120 - Administrative Support	556,100	572,100	2.9%
1130 - Human Resources Administration	508,500	506,000	-0.5%
1140 - Clerk of the Board	255,400	262,400	2.7%
1200 - Finance Administration	1,071,900	1,066,100	-0.5%
1300 - Operations Administration	848,000	931,000	9.8%
2100 - Resource Recovery	1,541,600	1,602,500	4.0%
2150 - Marketing	100,600	100,600	0.0%
2200 - Public Education	247,400	247,400	0.0%
2300 - Household Hazardous Waste	1,173,700	1,213,300	3.4%
2400 - C & D Diversion	377,700	530,300	40.4%
2500 - Organics Diversion	2,367,800	2,443,500	3.2%
2600 - Diversion Services	40,000	40,000	0.0%
3600 - JR Transfer Station	1,006,000	1,040,200	3.4%
3630 - JR Recycling Operations	247,400	271,200	9.6%
3820 - ML Transportation Operations	2,072,300	2,191,400	5.7%
3830 - ML Recycling Operations	677,000	734,300	8.5%
4500 - JC Landfill Operations	5,059,200	5,202,500	2.8%
4530 - JC Recycling Operations	620,600	672,600	8.4%
5500 - Johnson Canyon ECS	696,800	711,500	2.1%
5700 - Sun Street ECS	89,800	96,900	7.9%
6100 - Debt Service - Interest	341,000	293,100	-14.0%
6200 - Debt Service - Principal	2,770,000	2,820,000	1.8%
6605 - Closure/Post Closure Set-Aside	416,300	303,800	-27.0%
6606 - Cell Construction Set-Aside	1,125,000	1,125,000	0.0%
Grand Total	<u>24,810,000</u>	<u>25,670,000</u>	3.5%
Revenues Over/(Under) Expenses	3,594,700	3,730,200	3.8%
Less Post Closure Allocation	(1,314,000)	(1,375,000)	4.6%
Less CIP/Repayments Budget Allocation	(2,265,000)	(2,323,000)	2.6%
Balance Used for Reserves	<u>15,700</u>	<u>32,200</u>	105.1%



Preliminary Budget

**Salinas Valley Solid Waste Authority
January 22, 2025**



Published 1/15/26

Budget Assumptions

- Status Quo
 - No Changes in Operations
- Cash Budget
 - No Depreciation
 - No Long-Term Liability Adjustments
 - Yes – Current Year Set Asides
CIP Set Asides (Save as you go)
Closure/Post Closure Funding

Budget Summary

	2025-26	2026-27 Proposed	Increase/ (Decrease)
Budgeted Revenue			
Operating Revenues	28,404,700	29,400,200	995,500
Use of One Time Surplus	0	0	0
Total Budgeted Revenue	<u>28,404,700</u>	<u>29,400,200</u>	<u>995,500</u>
Budgeted Expenditures			
Operating Expenditures	20,574,000	21,431,900	857,900
Estimated Set Aside (New Cell)	1,125,000	1,125,000	0
Debt Service	3,111,000	3,113,100	2,100
CIP Allocation	2,265,000	2,323,000	58,000
Post Closure	1,314,000	1,375,000	61,000
Total Budgeted Expenditures	<u>28,389,000</u>	<u>29,368,000</u>	<u>979,000</u>
Balance Used for Reserves	<u>15,700</u>	<u>32,200</u>	<u>16,500</u>

3

Payroll Increases

COLA SVRFOU (4.0%)	200,300
MOU Adjustments	135,800
Merit Increases	133,700
Health Insurance	136,500
COLA Admin (3.0%)	58,100
COLA MGMT (3.0%)	30,900
Net of all other benefits	<u>(8,900)</u>
Total Increase	<u>686,600</u>

4

Staffing Allocation Requests

- Diversion Systems Maintenance Worker
 - C&D Program/Organics Program
 - \$138,800
 - Salary \$61,000
 - Medical Insurance \$48,700
 - Other Taxes/Benefits \$29,100

5

Staffing Allocation Requests

- Equipment Maintenance Worker
 - Minor Services & Repairs/Parts Runner
 - Paid Through Savings in Maintenance Budget
 - \$156,700
 - Salary \$69,400
 - Medical Insurance \$48,700
 - Other Taxes/Benefits \$38,600

6

FY 2026-27 Projected Operating Budget Increases

Payroll Increases (Net)	686,600
Diversion Systems Maintenance Worker (New)	138,500
Facility/Equipment Insurance	74,900
Organics Processing	49,900
All Other Increases / (Decreases)	<u>(92,000)</u>
Total Operating Budget Increase	<u>857,900</u>

7

CIP/Post Closure Budget

	FY 2025-26 Approved Budget	FY 2026-27 Proposed Budget	Change
Post-Closure	1,314,000	1,375,000	61,000
Equipment Purchase/Replacement	1,222,000	1,288,000	66,000
JC Landfill	453,000	468,000	15,000
SB1383 Procurement Requirement	430,000	430,000	0
Roadway Improvements	106,000	109,000	3,000
Transfer Station Improvements	27,000	28,000	1,000
Diversion Programs	<u>27,000</u>	<u>0</u>	<u>(27,000)</u>
Total CIP Allocation	3,579,000	3,698,000	119,000
New Cell Construction	<u>1,125,000</u>	<u>1,125,000</u>	<u>0</u>
Total CIP/Set Asides	<u>4,704,000</u>	<u>4,823,000</u>	<u>119,000</u>

8

Debt Service Schedule

	Fiscal Year	Principal Payment	Interest Payment	Total Payment
1	2022-23	2,700,000	415,297	3,115,297
2	2023-24	2,700,000	413,116	3,113,116
3	2024-25	2,730,000	381,569	3,111,569
4	2025-26	2,770,000	340,937	3,110,937
5	2026-27	2,820,000	293,020	3,113,020
6	2027-28	2,870,000	238,656	3,108,656
7	2028-29	2,935,000	177,880	3,112,880
8	2029-30	3,000,000	111,057	3,111,057
9	2030-31	<u>3,070,000</u>	<u>38,083</u>	<u>3,108,083</u>
		<u>25,595,000</u>	<u>2,409,614</u>	<u>28,004,614</u>

Final Debt Service Payment Scheduled for August 1, 2030

9

Rate Adjustments

	2025-26 Rate	Increase Amount	Proposed 2026-27 Rate
Solid Waste	67.00	3.00	70.00
Organics Program	61.25	1.75	63.00
Transportation Surcharge	21.00	1.00	22.00

2025-26 Local Landfill Solid Waste Rates

San Benito County	65.50
ReGen (MRWMD)	81.00
Santa Cruz County	102.50

10

Projected Revenue Changes

Solid Waste Rate Increase	697,200
Transportation/Hauling	176,000
Organics Rate Increase	83,000
Other Revenue Adjustments	39,300
Increased Revenue	995,500

11

Estimated Customer Rate Impacts

Hauler	Service Level	Current	2025-26 Increase	% of Total Bill
Republic - Salinas	32 gal	36.46	.27	0.7%
Tri Cities	48 gal	41.99	.43	1.0%
WM- County	35 gal	51.12	.45	0.9%
WM- King City	35 gal	49.83	.59	1.2%
Republic - Salinas	1 cy	399.76	1.21	0.3%
Tri Cities	1 cy	248.83	2.14	0.9%
WM- County	1 cy	203.67	1.78	0.9%
WM- King City	1 cy	209.40	2.47	1.2%
Republic - Salinas	3 cy	569.16	3.62	0.6%
Tri Cities	3 cy	569.27	6.41	1.1%
WM- County	3 cy	470.50	4.11	1.0%
WM- King City	3 cy	473.54	5.58	1.2%

12

Landfill Methane Regulation (LMR) Revision Unfunded Mandate Implications

- ▶ What Changed
 - ▶ Revised Landfill Methane Regulation (LMR) expands compliance scope
 - ▶ Requires earlier installation, enhanced monitoring and reporting, and stricter performance standards
 - ▶ Compliance timelines require accelerated response
- ▶ Impact to the Authority
 - ▶ Capital costs for gas collection, control, and monitoring infrastructure
 - ▶ Increased ongoing O&M expenses (staffing, data management, maintenance)
 - ▶ No accompanying funding provided to local or regional agencies
 - ▶ Timeline unknown (6-18 months?) (Effective 2027?)

SVR Agenda Item - View Ahead 2026

	Feb	Mar	Apr	May	June	Jul
A						
1	Minutes	Minutes	Minutes	Minutes	Minutes	MEETINGS RECESS
2	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)	
3	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	Member Agencies Activities Report	
4	4th Qtr. Tonnage & Diversion Report	Strategic Planning Update	March 31 Cash & Investments Report	1st Qtr. Tonnage & Diversion Report	Strategic Planning Update	
5	Award Module VIII CQA Contract	Public Hearing: Rate & Fee Sched (EC)	Environmental Stewardship Recognition	FY Investment Policy (EC)		
6	CIP 9527 Budget Adjustment (EC)	New FY 26-27 Budget (EC)		Financial Policy (EC)		
7	Supplemental Appropriation MBAR Equipment Replacement Program Grant	Intro & 1st Reading of Ord. Code Amendment		Recycling Recognition		
8	Recycling Recognitions	2025 Franchise Hauler Performance Report		Youth Council Presentation		
9	2025 Capital Improvement Projects	Regional Recycling Media Coalition Update				
10	FY 26-27 Preliminary Budget (EC)					
11						

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

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