



AGENDA Regular Meeting

BOARD OF DIRECTORS Thursday, April 16, 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. : 847 5126 6427 | Passcode: 721191

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

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

GENERAL LEGAL COUNSEL COMMENTS

BOARD DIRECTOR COMMENTS

PUBLIC COMMENT

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

CONSENT AGENDA:

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

1. [Minutes of the March 19, 2026 Meeting.](#)
2. [February 2026 Claims and Financial Report.](#)
3. [Receive the Member and Interagency Activities Report for March 2026.](#)
4. [Receive the March 2026 Quarterly Investment Report.](#)
5. [Consideration of A Resolution Establishing the Investment Policy](#)
6. [Consideration of A Resolution Approving Amendment No. 1 Authorizing a Two-Year Extension to the Professional Service Agreement with Social Vocational Services Inc. for Materials Processing and Litter Abatement at the Johnson Canyon Landfill.](#)

7. [Consideration of A Resolution Approving an Adjustment to the Capital Improvement Budget for Fiscal Year 2025-26.](#)
8. [Consideration of A Resolution Awarding the Purchase of One Used 2022 Caterpillar 938M Loader to Quinn Company for an Amount of \\$341,406.25.](#)
9. [Consideration of A Resolution Awarding the Purchase of One Used 2023 Caterpillar 950M Loader to Drummond Machinery Inc. for an Amount of \\$396,937.50.](#)
10. [Receive the 2025-26 Strategic Plan Goals and Priorities Quarterly Progress Report](#)
11. [Consideration of A Resolution Approving a Contract with Frank's Industrial Services, Inc. for Landfill Gas Flare Control System Upgrades at Johnson Canyon Landfill in the Amount of \\$197,800.](#)

PUBLIC HEARING

12. [SECOND READING, BY TITLE ONLY, OF ORDINANCE NO. 13 AMENDING THE AUTHORITY CODE SECTION 1.01.050 \(A\) ENTITLED, "DEFINITIONS", ESTABLISHING ARTICLE 2.09 ENTITLED "CODE OF CONDUCT", SECTIONS 2.09.010 THRU 2.09.090, AMENDING SECTION 2.03.150 ENTITLED "CLERK OF THE BOARD", AMENDING SECTION 3.01.030 \(A\) ENTITLED "AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER", AMENDING SECTION 3.01.100 ENTITLED "RECYCLED MATERIALS", AND AMENDING SECTION 3.01.130 \(A\) ENTITLED "EXCEPTION TO COMPETITIVE BIDDING REQUIREMENT" OF THE SALINAS VALLEY SOLID WASTE AUTHORITY CODE](#)
 - A. Receive Report from Cesar Zuñiga, General Manager/CAO
 - B. Board Questions
 - C. Open Public Hearing
 - D. Close Public Hearing
 - E. Board Discussion and Action | Recommended Action – *Conduct the Second reading of Ordinance No. 13, by title only; open the public hearing; close the public hearing; and Adopt Ordinance No. 13.*

PRESENTATION

13. [SALINAS VALLEY SOLID WASTE AUTHORITY COMPOSTING PROGRAM UPDATE](#)
 - A. Receive Report from Mandy Brooks, Resource Recovery Manager & Circular Services
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | Recommended Action - *None; Informational Only*

CONSIDERATION

14. [BOARD STRATEGIC PLANNING DISCUSSION](#)
 - A. Receive Report from Cesar Zuñiga, General Manager/CAO
 - B. Board Questions
 - C. Public Comment
 - D. Board Discussion and Action | Recommended Action – *Provide Input and Direction*

FUTURE AGENDA ITEMS

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

ADJOURNMENT

Meeting Information

To observe the meeting, go to our YouTube channel at <https://www.youtube.com/user/svswa831>. To participate virtually during the meeting join the meeting through Zoom using the following link: <https://us02web.zoom.us/j/84751266427?pwd=yH0sf0OrmaMJjmgcl4qzEpfjudafde.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: 847 5126 6427#		Passcode: 721191	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, April 16, 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, April 9, 2026**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on **Thursday, May 21, 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.*

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
BOARD MEETING
MARCH 19, 2026**

117 Fourth Street, Gonzales, CA 93926

ITEM NO. 1

Agenda Item


General Manager/CAO

R. Santos by E.T.
Authority General Counsel

CALL TO ORDER

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

ROLL CALL

Board Directors

County of Monterey	Glenn Church, <i>Vice President</i>
City of Salinas	Gloria De La Rosa, <i>Alternate Vice President</i>
City of Salinas	Jose Luis Barajas
City of Salinas	Dennis Donohue
City of Gonzales	Elizabeth Silva, <i>President</i>
City of Soledad	Evarista Bañuelos
City of Greenfield	Belen Garcia
City of King	Robert Cullen

Absent

County of Monterey	Christopher M. Lopez
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Staff Member Present

Cesar Zuñiga, General Manager/CAO
Mandy Brooks, Asst. General Manager/Resource Recovery Manager
Ray Hendricks, Finance and Administration Manager
Brian Kennedy, Engineering and Compliance Manager
Juan Camacho, Operations Manager
Janna Faulk, Recycling Coordinator
Elia Zavala, Contract and Grants Analyst
Roy C. Santos, General Legal Counsel (Virtually)
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 (6:02)

Staff Comments: Clerk of the Board Trujillo stated that there was a clerical error on the title of item numbered nine on the agenda, the staff report title, and the title of the draft ordinance, but it is stated correctly within the body of both the staff report and the draft ordinance. Section 3.01.030(a) being amended in entitled “Authority of the Chief Administrative Officer” not “Exception to Competitive Bidding Requirements.

Board Discussion: None

Public Comment: None

Motion: Director Bañuelos made a motion to approve the agenda as with the corrections on item numbered nine stated by the Clerk of the Board. Director Barajas seconded the motion.

Votes: Motion carried 8,0
Ayes: Bañuelos, Barajas, Cullen, Church, De La Rosa, Donohue, Garcia, Silva
Noes: None
Abstain: None
Absent: Lopez

GENERAL MANAGER/CAO COMMENTS

(6:04) General Manager/CAO Zuñiga commented on the following items.

- The Annual Environmental Class presentation was conducted at California State University, Monterey Bay.
- El Alma de la Tierra Mural unveiling event in Greenfield Patriate Park.
- The Trashion Show event that took place earlier in the day in King City.
- The promotion of Juan Camacho from Field Supervisor to the new Operation Manager.
- The appointment of the new Assistant General Manager Mandy Brooks, who currently also holds the Resource Recovery Management position.

DEPARTMENT MANAGER COMMENTS

(6:06) Asst. General Manager/Resource Recovery Manager Brooks commented on the following items.

- The Tire Amnesty event will be taking place from March 28, through June 30th.
- The Composting Workshop event to be held at Natividad Park on March 21.
- The partnership between the Illegal Dumping Litter Abatement Task Force and the County that has led Monterey County to have officially been named a Clean California Community by the Caltrans Clean CA initiative.

Engineering and Environmental Compliance Manager Kennedy provided an update on the North Monterey County Recycling and Transfer Station project.

Operations Manager Camacho extended his appreciation to General Manager Zuñiga for his promotion and expressed his enthusiasm for working with the management team and Board.

GENERAL LEGAL COUNSEL COMMENTS

(6:08) General Legal Counsel Santos reported he was unable to attend in person due to car issues. He noted an increase in ADA compliance requests for both Council and Board meetings and indicated he will be working with staff to address any issues that might arise.

BOARD DIRECTOR COMMENTS

(6:10) Director Garcia commented on the event for the unveiling of the mural in Greenfield and noted the City of Greenfield designating March as the Red Cross Month.

Director Bañuelos commented on multiple events occurring in the City of Soledad.

Director Barajas recognizing the women in the agency and the Board as part of the Women's Month and mentioned the El Mercadito Event taking place in Soledad on April 4.

Director Cullen and Vice President Church congratulated Mr. Camacho and Mrs. Brooks on their promotions.

Alternate Vice President De La Rosa commented on the events taking place in the City of Salinas for the Easter Holiday and other activities she is participating in.

President Silva commented on the Greenfield mural unveiling, the opening of library in the City of Gonzales. She welcomed Mr. Camacho to his new leadership role, and congratulated Mrs. Brooks on her new position. She commented on her attendance at the Trashion Show.

PUBLIC COMMENT

(6:19) Liz Hall commented on her participation in the 2026 Trashion Show as the Betsy Ross model for the Authority and her great experience working the staff during the process.

PUBLIC COMMENT

CONSENT AGENDA (6:20)

1. Minutes of the February 19, 2026, Meeting.
2. January 2026 Claims and Financial Report.
3. Receive Member and Interagency Activities Report for February 2026.
4. Resolution No. 2026-09 Approving a Job Description for the New Equipment Maintenance Worker Classification.
5. Resolution No. 2026-10 Approving Amendment No. 2 to the Memorandum of Understanding Between the Salinas Valley Solid Waste Authority and the Salinas Valley Recycles Field Operations Unit.
6. Resolution No. 2026-11 Approving a Salary Schedule Effective July 1, 2026.
7. Resolution No. 2026-12 Approving a Supplemental Appropriation of \$239,839 for two Grants from Monterey Bay Air Resources District FY 2024-25 Diesel Engine & Equipment Replacement Program.
8. Resolution No. 2026-13 Authorizing Investment of Monies at Mechanics Bank.

Public Comment: None

Board Discussion: None

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

Votes: Motion carried 8,0

Ayes: Bañuelos, Barajas, Cullen, Church, De La Rosa, Donohue, Garcia, Silva

Noes: None

Abstain: None

Absent: Lopez

PUBLIC HEARING

9. **INTRODUCTION & FIRST READING, BY TITLE ONLY, OF ORDINANCE NO. 13 AMENDING THE AUTHORITY CODE SECTION 1.01.050 (A) ENTITLED, “DEFINITIONS”, ESTABLISHING ARTICLE 2.09 ENTITLED “CODE OF CONDUCT”, SECTIONS 2.09.010 THRU 2.09.090, AMENDING SECTION 2.03.150 ENTITLED “CLERK OF THE BOARD”, AMENDING SECTION 3.01.030 (A) ENTITLED “AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER”, AMENDING SECTION 3.01.100 ENTITLED “RECYCLED MATERIALS”, AND AMENDING SECTION 3.01.130 (A) ENTITLED “EXCEPTION TO COMPETITIVE BIDDING REQUIREMENT” OF THE SALINAS VALLEY SOLID WASTE AUTHORITY CODE**

(6:24) General Manager/CAO Zuñiga explained that the changes to the Code brought forward are needed to comply with the Board’s request from their August 21, 2025, Strategic Planning Session to adopt an Ethics Code. He indicated that staff also completed a review of the Code and recommended targeted revisions to ensure alignment with the progression of a standalone agency and to rectify sections of the Code that have been identified as deficient. He provided a summary for each amendment being considered.

Public Hearing: The Public Hearing was opened for public comment at 6:28 p.m. No public comment was received. The Public Hearing was closed at 6:29 p.m.

Board Discussion The Board discussed the proposed changes to the Code.

Motion: Director Cullen made a motion to adopt Ordinance No. 13. Director Bañuelos seconded the motion.

Votes: Motion carried 8,0

Ayes: Bañuelos, Barajas, Cullen, Church, De La Rosa, Donohue, Garcia, Silva

Noes: None

Abstain: None
Absent: Lopez

PRESENTATION

10. WASTE HAULER’S PERFORMANCE REPORT 2025

(6:29) Contract and Grants Analyst Zavala presented the 2025 annual hauler performance review. A three-year comparison showed a slight decline in trash collection alongside a significant increase in diversion rates from both haulers. She noted that the haulers continue to actively assist commercial businesses to comply with state mandates AB 341, AB 1826, and SB1383; mandatory commercial recycling and organics recycling. Overall, the regional diversion rate continues to rise, and the two haulers fulfilled their contract obligations.

Public Comment: None

Board Discussion: The Board discussed the presentation.

Motion: None; Informational Only

11. CENTRAL COAST RECYCLING MEDIA COALITION

(6:48) Recycling Coordinator Faulk presented the Central Coast Recycling Media Coalition (CCRMC) current accomplishments and future goals. She highlighted the 2024 Protect Your Central Coast campaign, a collaborative effort to encourage waste reduction, reuse, and recycling across Monterey, Santa Cruz, and San Benito counties in support of more sustainable lifestyles. Mrs. Faulk noted that the coalition’s success is driven by strong cross-jurisdictional collaboration, diverse outreach channels, and consistent messaging. Moving forward, CCRMC plans to build on its progress by enhancing collaboration, refreshing messaging, expanding its digital presence, and improving impact tracking.

Public Comment: None

Board Discussion: The Board discussed the presentation.

Motion: None; Informational Only

FUTURE AGENDA ITEMS (6:59)

12. AGENDA ITEMS – VIEW AHEAD SCHEDULE

General Manager/CAO Zuñiga reviewed the view ahead.

ADJOURNED

(7:01) Director Bañuelos made a motion to adjourn the meeting. Director Barajas 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

General Manager/CAO

N/A

General Legal Counsel

Date: April 16, 2026
From: C. Ray Hendricks, Finance and Administration Manager
Title: February 2026 Claims and Financial Reports

RECOMMENDATIONS

The Executive Committee recommends acceptance of the February 2026 Claims and Financial Reports.

DISCUSSION & ANALYSIS

Please refer to the attached financial reports and checks issued report for the month of February for a summary of the Authority's financial position as of February 28, 2026. The following are highlights of the Authority's financial activity for the month of February.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of February 2026, operating revenues exceeded expenditures by \$569,482.

Revenues (Consolidated Statement of Revenues and Expenditures)

	February Budget	February Actual	Over/ (Under)	
Tipping Fees - Solid Waste	1,051,773	1,031,783	(19,990)	-1.9%
Tipping Fees - Diverted Materials	250,623	242,364	(8,259)	-3.3%
Other Revenues	676,794	717,663	40,869	6.0%
Total Revenue	1,979,191	1,991,810	12,619	0.6%

Solid Waste revenues for February were \$19,990 or 1.9% under budgeted amounts. Diverted Material revenues for February were \$8,259 or 3.3% under budgeted amounts. February total revenue was \$12,619 or 0.6% over budgeted amounts.

	Y-T-D Budget	Y-T-D Actual	Over/ (Under)	
Tipping Fees - Solid Waste	10,034,943	10,279,615	244,672	2.4%
Tipping Fees - Diverted Materials	2,292,442	2,382,909	90,467	3.9%
Other Revenues	<u>6,292,546</u>	<u>6,809,534</u>	<u>516,988</u>	8.2%
Total Revenue	<u>18,619,930</u>	<u>19,472,058</u>	<u>852,128</u>	4.6%

Solid Waste revenues year to date as of February were \$244,672 or 2.4% over budgeted amounts. Diverted Material revenues year to date as of February were \$90,467 or 3.9% over budgeted amounts. Year to date total revenue as of February was \$852,128 or 4.6% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of February 28, 2026 (66.7% of the fiscal year), year-to-date operating expenditures totaled \$15,478,040. This is 62.4% of the operating budget of \$24,810,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of February 2026, capital project expenditures totaled \$351,322. \$179,271 was for the Waste Characterization Study. \$49,769 was for the CH Postclosure Maintenance. \$37,091 was for SB1383 Procurement Requirements. \$26,573 was for JC Module Engineering and Construction. \$21,219 was for LR Postclosure Maintenance. \$14,334 was for North Couty Transfer Station.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of February 2026 is attached for review and acceptance. February disbursements totaled \$1,637,569.72 of which \$709,796.14 was paid from the payroll checking account for payroll and payroll related benefits.

The following is a list of vendors who were paid more than \$100,000 during the month of February 2026.

Vendor	Services	Amount
Atlas Organics CU11, LLC	Monthly Organics Processing and Procurement	\$191,188.17
Cascadia Consulting Group, Inc.	Waste Characterization Study	\$179,271.11

Cash Balances

The Authority's cash position increased by \$158,377.72 during February to \$40,275,513.56. 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	5,297,764.77
Restricted for Pension Liabilities (115 Trust)	326,869.54
State & Federal Grants	(52,662.45)
BNY - Bond 2022A Payment	-

Funds Held in Trust:

Central Coast Media Recycling Coalition	162,039.57
Employee Unreimbursed Medical Claims	2,287.22

Committed by Board Policy:

AB939 Services	908,358.18
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)	5,384,260.64

Assigned to Post Closure and Capital Improvements

Crazy Horse Post Closure	799,493.84
Lewis Road Post Closure	223,249.40
Jolon Road Post Closure	178,001.37
Johnson Canyon Post Closure	2,946,399.75
Capital Improvement Projects	9,342,376.47

Available for Operations: (1,623,528.46)

Total 40,275,513.56

ATTACHMENTS

1. February 2026 Consolidated Statement of Revenues and Expenditures
2. February 2026 Consolidated Grant and CIP Expenditures Report
3. February 2026 Checks Issued Report

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending February 28, 2026

	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	1,031,783	10,279,615	68.2 %	4,795,385	0	4,795,385
Tipping Fees - Diverted Materials	3,577,500	242,364	2,382,909	66.6 %	1,194,591	0	1,194,591
AB939 Service Fee	5,650,200	470,852	3,766,816	66.7 %	1,883,384	0	1,883,384
Charges for Services	2,622,000	189,566	1,881,010	71.7 %	740,990	0	740,990
Sales of Materials	175,000	31,051	141,609	80.9 %	33,391	0	33,391
Gas Royalties	340,000	0	177,445	52.2 %	162,555	0	162,555
Investment Earnings	800,000	3,026	721,251	90.2 %	78,749	0	78,749
Rental Income	165,000	23,168	121,403	73.6 %	43,597	0	43,597
Total Revenue	28,404,700	1,991,809	19,472,060	68.6 %	8,932,640	0	8,932,640
<u>Expense Summary</u>							
Executive Administration	660,600	1,095	326,538	49.4 %	334,062	0	334,062
Administrative Support	543,700	32,803	311,803	57.3 %	231,897	16,438	215,460
Human Resources Administration	526,800	23,149	340,339	64.6 %	186,461	288	186,173
Clerk of the Board	255,500	18,146	138,630	54.3 %	116,870	0	116,870
Finance Administration	1,075,700	58,943	589,827	54.8 %	485,873	1,557	484,316
Operations Administration	688,700	53,054	342,815	49.8 %	345,885	5,459	340,426
Resource Recovery	1,563,100	93,833	846,215	54.1 %	716,885	3,503	713,382
Marketing	100,600	12,348	63,664	63.3 %	36,936	26,369	10,567
Public Education	247,400	16,066	139,164	56.3 %	108,236	53,905	54,331
Household Hazardous Waste	1,091,300	64,250	574,115	52.6 %	517,185	56,519	460,666
C & D Diversion	327,600	12,556	112,223	34.3 %	215,377	41,043	174,334
Organics Diversion	2,337,200	167,233	1,285,822	55.0 %	1,051,378	858,828	192,550
Diversion Services	40,000	5,040	33,747	84.4 %	6,253	0	6,253
JR Transfer Station	1,001,800	62,551	510,549	51.0 %	491,251	5,132	486,119
JR Recycling Operations	212,400	18,513	153,648	72.3 %	58,752	0	58,752

Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending February 28, 2026

	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	2,039,100	150,252	1,354,076	66.4 %	685,024	4,314	680,710
ML Recycling Operations	679,400	41,492	339,873	50.0 %	339,527	0	339,527
JC Landfill Operations	5,179,700	359,513	3,250,817	62.8 %	1,928,883	474,251	1,454,632
JC Recycling Operations	589,200	37,437	279,841	47.5 %	309,359	42,810	266,549
Johnson Canyon ECS	863,800	31,625	438,973	50.8 %	424,827	31,967	392,859
Sun Street ECS	134,100	3,158	85,343	63.6 %	48,757	0	48,757
Debt Service - Interest	341,000	159,271	340,937	100.0 %	63	0	63
Debt Service - Principal	2,770,000	0	2,770,000	100.0 %	0	0	0
Closure/Post Closure Set-Aside	416,300	0	174,136	41.8 %	242,164	0	242,164
Cell Construction Set-Aside	1,125,000	0	674,947	60.0 %	450,053	0	450,053
Total Expense	24,810,000	1,422,327	15,478,040	62.4 %	9,331,960	1,622,383	7,709,577
Revenue Over/(Under) Expenses	3,594,700	569,482	3,994,020	111.1 %	(399,320)	(1,622,383)	1,223,064

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending February 28, 2026

	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	49,769	474,923	46.4 %	549,304	34,794	514,511
Total Fund 131 - Crazy Horse Post-Closure F	1,274,227	49,769	474,923	37.3 %	799,304	34,794	764,511
<u>Fund 141 - Lewis Road Post-Closure Fund</u>							
141 9403 LR Postclosure Maintenance	408,533	21,219	185,239	45.3 %	223,295	4,544	218,750
Total Fund 141 - Lewis Road Post-Closure F	408,533	21,219	185,239	45.3 %	223,295	4,544	218,750
<u>Fund 161 - Jolon Road Post-Closure Fund</u>							
161 9604 JR Postclosure Maintenance	503,320	2,610	325,314	64.6 %	178,005	639	177,366
Total Fund 161 - Jolon Road Post-Closure F	503,320	2,610	325,314	64.6 %	178,005	639	177,366
<u>Fund 211 - Grants</u>							
211 9025 Admin Office - Electric Vehicle Char	144,364	0	108,166	74.9 %	36,198	36,198	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	9,496	100,936	66.0 %	52,028	0	52,028
211 9262 CalRecycle - Household Hazardous	9,598	0	9,598	100.0 %	0	0	0
211 9264 Cal Recycle - 2023-24 CCP	14,458	2,764	14,458	100.0 %	0	0	0
211 9265 Cal Recycle - 2024-25 CCP	22,224	4,232	18,748	84.4 %	3,476	0	3,476
Total Fund 211 - Grants	349,289	16,492	257,588	73.7 %	91,702	36,198	55,504
<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	0	962,633	35.6 %	1,742,490	0	1,742,490
800 9106 Waste Characterization Study	420,000	179,271	179,271	42.7 %	240,729	220,036	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	37,091	259,899	60.4 %	170,101	0	170,101
800 9322 North County Transfer Station	131,954	14,334	64,336	48.8 %	67,618	2,000	65,618
800 9501 JC LFG System Improvements	516,974	3,963	204,709	39.6 %	312,266	18,675	293,591

Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending February 28, 2026

	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	0	99,624	46.7 %	113,531	0	113,531
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	26,573	253,989	5.0 %	4,796,172	379,896	4,416,277
800 9528 Roadway Improvements	126,879	0	0	0.0 %	126,879	0	126,879
800 9601 JR Transfer Station Improvements	92,229	0	1,107	1.2 %	91,122	0	91,122
Total Fund 800 - Capital Improvement Project	11,034,575	261,232	2,458,721	22.3 %	8,575,854	693,833	7,882,021
Total CIP Expenditures	13,569,944	351,322	3,701,784	27.3 %	9,868,160	770,008	9,098,152

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37640	AGUSTIN TINAJERO - ESPRIELLA LR Facility Maintenance	2/4/2026	3,000.00	3,000.00
37641	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	2/4/2026	153.00	153.00
37642	AT&T LONG DISTANCE Adm Telephone Service	2/4/2026	42.74	42.74
37643	BRYAN EQUIPMENT JC Equipment Maintenance	2/4/2026	6.53	6.53
37644	CALIFORNIA WATER SERVICE All Sites Water Service	2/4/2026	954.04	954.04
37645	CLARK PEST CONTROL, INC HHW Exterminator Service	2/4/2026	128.00	128.00
37646	CSC OF SALINAS/YUMA JC Equipment Maintenance	2/4/2026	9.53	9.53
37647	CUTTING EDGE SUPPLY JC Org Equipment Maintenance	2/4/2026	2,368.87	2,368.87
37648	Elevator Service Co. of Central California Inc. Common Area Maintenance	2/4/2026	255.00	255.00
37649	FEDEX Adm Overnight Shipments	2/4/2026	58.99	58.99
37650	FERGUSON ENTERPRISES INC #795 CH Facility Maintenance	2/4/2026	159.30	159.30
37651	GEOLOGIC ASSOCIATES, INC. Groundwater Monitoring	2/4/2026	2,908.00	2,908.00
37652	GOLDEN STATE TRUCK & TRAILER REPAIR JR Equipment Maintenance ML Vehicle Maintenance	2/4/2026	5,009.70 903.29	5,912.99
37653	GONZALES ACE HARDWARE All Sites Facility Supplies	2/4/2026	701.93	701.93
37654	**Void**	2/4/2026	-	-
37655	GRAINGER JR Facility Maintenance	2/4/2026	41.75	41.75

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37656	GREEN RUBBER - KENNEDY AG, LP JC Maintenance Supplies JC Org Equipment Maintenance JC Vehicle Maintenance	2/4/2026	42.86 195.21 80.12	318.19
37657	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	2/4/2026	800.82	800.82
37658	ICONIX WATERWORK (US) INC. JC Maintenance Supplies	2/4/2026	539.40	539.40
37659	JIMENEZ TIRE SERVICE INC. JR Vehicle Maintenance ML Vehicle Maintenance	2/4/2026	366.94 491.90	858.84
37660	KING CITY HARDWARE INC. JC Facility Maintenance Supplies JR Vehicle Maintenance Supplies	2/4/2026	47.83 31.50	79.33
37661	Linaodena Gomez Monthly Janitorial Services	2/4/2026	2,990.00	2,990.00
37662	MISSION LINEN SUPPLY All Sites Uniforms	2/4/2026	589.91	589.91
37663	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	2/4/2026	364.23	364.23
37664	ONE STOP AUTO CARE V&S AUTO CARE, INC JC Vehicle Maintenance	2/4/2026	462.84	462.84
37665	PITNEY BOWES - POSTAGE Adm Postage	2/4/2026	130.84	130.84
37666	PROBUILD COMPANY LLC SS Facility Maintenance	2/4/2026	42.69	42.69
37667	QUINN COMPANY JC Equipment Maintenance JC Vehicle Maintenance	2/4/2026	51,436.88 324.24	51,761.12
37668	Rasmussen Land Surveying Inc. JC - Surveying Services	2/4/2026	14,910.00	14,910.00
37669	SALINAS UNION HIGH SCHOOL DISTRICT Refund Credit Balance to Customer	2/4/2026	92.52	92.52
37670	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	2/4/2026	600.00	600.00
37671	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	2/4/2026	6,982.91	6,982.91

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37672	TELCO BUSINESS SOLUTIONS Network Support	2/24/2026	(304.42)	(304.42)
37672	TELCO BUSINESS SOLUTIONS Network Support	2/4/2026	304.42	304.42
37673	VERIZON CONNECT FLEET USA LLC ML Vehicle Maintenance	2/4/2026	462.70	462.70
37674	WEST COAST RUBBER RECYCLING, INC JC Tire Diversion	2/4/2026	2,520.00	2,520.00
37675	US BANK CORPORATE PAYMENT SYSTEM Pacos Auto Repair: JC Vehicle Maintenance Showcase Trucks: Ops Equipment Parcelquest Appraisal: SS Facility Maintenance APWA: RR Conference Smart & Final: JC Office Supplies CA Special Districts Association: Clerk Training AGI: Admin Training Open AI: Ops Admin Software Costco: Ops Admin Supplies Experian: Credit Account Reports Constant Contact: RR Public Outreach CAPIO: RR Media Campaign AT&T: Internet Services Southwest Airlines: GWMS Convention Razzolink: JR Internet Services AT&T: SS Internet Services Post Box: HR Recruitment Walmart: Admin Office Supplies Epson: RR Computer Equipment CSMFO: Finance Training SWANA: Western Symposium SWANA: MOLO Training Splashtop: Admin Software Costco: Replacement Laptop Signs.com: JC & JR Facility Maintenance Office Depot: RR School Program Supplies Dollar Tree: RR Supplies Smart & Final: BD Meeting Supplies SWANA: JC Ops Memberships Showcase Trucks: Ops Equipment Indeed: HR Advertisement Recruitment UserWay: ADA Compliance Microsoft: Admin Software	2/6/2026	51.75 1,000.00 14.95 440.00 72.14 265.00 695.00 20.00 380.89 59.95 62.00 190.00 43.73 251.96 302.12 160.50 74.00 16.65 382.36 (50.00) 1,000.00 1,455.50 399.00 2,227.74 683.97 26.21 4.92 186.54 255.00 250.00 270.00 490.00 99.00	11,780.88
37676	**Void**	2/6/2026	-	-
37677	**Void**	2/6/2026	-	-

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37678	**Void**	2/6/2026	-	-
37679	A & G PUMPING, INC JR & RR Portable Toilet	2/12/2026	699.25	699.25
37680	Agile Occupational Medicine PC DOT Physical	2/12/2026	2,912.60	2,912.60
37681	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	2/12/2026	153.00	153.00
37682	AT&T SERVICES INC RR Telephone Service	2/12/2026	67.20	67.20
37683	ATLAS ORGANICS CU11, LLC Monthly Organics Processing	2/12/2026	154,096.92	154,096.92
37684	AUTOZONE LLC. All Sites Vehicle Maintenance Supplies	2/12/2026	1,673.57	1,673.57
37685	**Void**	2/12/2026	-	-
37686	BECKS SHOES AND REPAIR All Sites Safety Supplies	2/12/2026	1,490.39	1,490.39
37687	BEST ENVIRONMENTAL All Sites Air Board Fees	2/12/2026	28,500.00	28,500.00
37688	California Department of Tax and Fee Administration 2025 Use Tax	2/12/2026	10,557.00	10,557.00
37689	CARLON'S FIRE EXTINGUISHER SALES & SERVICE Adm Equipment Maintenance	2/12/2026	751.94	751.94
37690	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	2/12/2026	48.34	48.34
37691	CUTTING EDGE SUPPLY JC Equipment Maintenance Supplies JC Org Equipment Maintenance Supplies	2/12/2026	92.53 1,604.57	1,697.10
37692	DOUGLAS NOLAN School Assembly Program	2/12/2026	2,500.00	2,500.00
37693	EAST BAY TIRE CO. JC Org Equipment Maintenance	2/12/2026	315.07	315.07
37694	ELIA ZAVALA APWA Awards Dinner Registration	2/12/2026	60.00	60.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37695	ERIC GARCIA JR & ML Vehicle Maintenance	2/12/2026	1,360.00	1,360.00
37696	FANELLI EQUIPMENT REPAIR JC Equipment Maintenance	2/12/2026	3,912.41	3,912.41
37697	Fire Rover LLC JR Fire Rover	2/12/2026	2,555.63	2,555.63
37698	FIRST ALARM JC Alarm Bldg.	2/12/2026	35.00	35.00
37699	FRANK'S INDUSTRIAL SERVICES, INC. CH Remote Monitoring	2/12/2026	1,900.00	1,900.00
37700	FRESNO OXYGEN JC Equipment Maintenance	2/12/2026	53.00	53.00
37701	GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance JC Facility Maintenance ML Vehicle Maintenance	2/12/2026	228.08 395.56 2,176.18	2,799.82
37702	GONZALES ACE HARDWARE JC Facility Maintenance Supplies JC Scale Maintenance Supplies RR Facility Maintenance Supplies	2/12/2026	687.13 20.63 341.35	1,049.11
37703	**Void**	2/12/2026	-	-
37704	GRAINGER HHW ABOP Disposal HHW Facility Maintenance	2/12/2026	82.51 837.30	919.81
37705	GREEN RUBBER - KENNEDY AG, LP JR Facility Maintenance	2/12/2026	314.96	314.96
37706	HOPE SERVICES JC Litter Abatement	2/12/2026	2,618.75	2,618.75
37707	J R Miller & Associates, Inc. JC Engineering Services	2/12/2026	6,329.75	6,329.75
37708	JIMENEZ TIRE SERVICE INC. JC Vehicle Maintenance ML Vehicle Maintenance	2/12/2026	142.50 679.25	821.75
37709	JT HOSE & FITTINGS JC Facility Maintenance ML Vehicle Maintenance	2/12/2026	95.62 110.02	205.64

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37710	LANDSCAPE MAINTENANCE OF AMERICA RR Litter Abatement	2/12/2026	325.00	325.00
37711	Leslie Regalado CALPERS Training	2/12/2026	32.19	32.19
37712	Linaodena Gomez Monthly Janitorial Services	2/12/2026	975.00	975.00
37713	MANDY BROOKS US Composting Council Travel	2/12/2026	100.00	100.00
37714	MICHAEL MANSFIELD JC Safety Supplies	2/12/2026	186.91	186.91
37715	MISSION LINEN SUPPLY All Sites Uniforms	2/12/2026	924.19	924.19
37716	MPA Welding, Inc. JC Equipment Maintenance	2/12/2026	1,425.70	1,425.70
37717	PENINSULA MESSENGER LLC All Sites Courier Service	2/12/2026	1,147.00	1,147.00
37718	PITNEY BOWES - POSTAGE Adm Postage	2/12/2026	1,041.99	1,041.99
37719	PURE WATER BOTTLING All Sites Water Service	2/12/2026	429.07	429.07
37720	QUINN COMPANY JC Equipment Maintenance	2/12/2026	652.39	652.39
37721	R.D. OFFUTT COMPANY ML Equipment Maintenance	2/12/2026	119.92	119.92
37722	REPUBLIC SERVICES #471 Monthly Trash Service	2/12/2026	111.19	111.19
37723	ROBERTO DEL REAL JC Portable Toilet	2/12/2026	1,902.81	1,902.81
37724	ROSSI BROS TIRE & AUTO SERVICE JC Vehicle Maintenance JR Vehicle Maintenance ML Vehicle Maintenance	2/12/2026	273.42 264.28 157.59	695.29
37725	SCS FIELD SERVICES All Sites Routine Services JC Non-Routine Services	2/12/2026	12,126.77 267.00	12,393.77

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37726	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Equipment and Vehicle Fuel	2/12/2026	35,382.91	35,382.91
37727	Southern Counties Oil Co., a CA Limited Partnership JR Vehicle Fuel	2/12/2026	2,871.14	2,871.14
37728	SOUTHERN TIRE MART LLC ML Vehicle Maintenance Supplies	2/12/2026	388.31	388.31
37729	STERICYCLE, INC Adm Shredding Services	2/12/2026	432.92	432.92
37730	THE SHERWIN-WILLIAMS CO JC Facility Maintenance	2/12/2026	1,388.99	1,388.99
37731	Tomas Lopez JC DOT Physical	2/12/2026	150.00	150.00
37732	TRI-COUNTY FIRE PROTECTION, INC. HHW Safety Supplies	2/12/2026	512.25	512.25
37733	ULINE, INC. RR Safety Supplies	2/12/2026	210.97	210.97
37734	VALLEY FABRICATION, INC. JR Facility Maintenance SS Facility Maintenance	2/12/2026	165.24 135.47	300.71
37735	Vasquez Fabrication, Inc. JR Equipment Maintenance JR Facility Maintenance	2/12/2026	4,420.00 765.00	5,185.00
37736	VERIZON CONNECT FLEET USA LLC ML Vehicle Maintenance	2/12/2026	462.70	462.70
37737	VOSTI'S INC JC Equipment Maintenance JC Facility Maintenance	2/12/2026	1,933.78 137.28	2,071.06
37738	AGRI-FRAME, INC CH Facility Maintenance Supplies JC Equipment Maintenance Supplies RR Ed Center Supplies	2/19/2026	108.08 1,440.02 272.22	1,820.32
37739	AGUSTIN TINAJERO - ESPRIELLA CH Facility Maintenance	2/19/2026	3,000.00	3,000.00
37740	AMERICAN SUPPLY CO. HHW Janitorial Supplies JC Facility Maintenance Supplies	2/19/2026	1,468.87 2,615.66	4,084.53

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37741	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	2/19/2026	314.00	314.00
37742	AT&T SERVICES INC Adm Telephone Service	2/19/2026	93.99	93.99
37743	ATLAS ORGANICS CU11, LLC JC Compost Procurement	2/19/2026	37,091.25	37,091.25
37744	BANK OF NEW YORK 2022A Bond - Trust Fees	2/19/2026	2,000.00	2,000.00
37745	BECKS SHOES AND REPAIR JC Safety Supplies ML Safety Supplies	2/19/2026	270.00 260.00	530.00
37746	BLUE STRIKE ENVIRONMENTAL INC Edible Food Recovery LAGP2 Grant Program - Jan 2026 LAGP2 Marketing Project - Jan26	2/19/2026	3,068.00 5,258.91 4,237.50	12,564.41
37747	BRYAN EQUIPMENT JC Equipment Maintenance	2/19/2026	150.89	150.89
37748	Cascadia Consulting Group, Inc. Waste Characterization Study	2/19/2026	179,271.11	179,271.11
37749	CITY OF GONZALES Monthly Hosting Fees	2/19/2026	20,833.33	20,833.33
37750	COAST COUNTIES TRUCK & EQUIPMENT CO. ML Vehicle Maintenance	2/19/2026	70.64	70.64
37751	DATAFLOW BUSINESS SYSTEMS INC. Printer Network Support	2/19/2026	16.67	16.67
37752	ERIC GARCIA JR & ML Vehicle Maintenance	2/19/2026	1,360.00	1,360.00
37753	F.A.S.T. SERVICES Monthly Board Interpreting Services	2/19/2026	250.00	250.00
37754	FRESNO OXYGEN JC Equipment Maintenance	2/19/2026	73.74	73.74
37755	GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance ML Vehicle Maintenance	2/19/2026	439.38 107.84	547.22
37756	GONZALES ACE HARDWARE JC Facility Maintenance SS Facility Maintenance	2/19/2026	119.92 58.70	178.62

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37757	GONZALES TIRE & AUTO SUPPLY All Sites Facility Supplies	2/19/2026	1,336.46	1,336.46
37758	**Void**	2/19/2026	-	-
37759	GRANITE ROCK CO/PAVEX HHW Facility Maintenance	2/19/2026	152.95	152.95
37760	GREEN RUBBER - KENNEDY AG, LP JC Facility Maintenance	2/19/2026	308.79	308.79
37761	HENLEY PACIFIC SF, LLC JC Vehicle Maintenance	2/19/2026	222.37	222.37
37762	HERC RENTALS INC. JC Maintenance Supplies JC Org Equipment Rental	2/19/2026	591.60 449.23	1,040.83
37763	JIMENEZ TIRE SERVICE INC. JR Vehicle Maintenance ML Vehicle Maintenance	2/19/2026	190.00 1,283.67	1,473.67
37764	Jonathan Ross Fleming JC Fence Supplies	2/19/2026	10,237.50	10,237.50
37765	JT HOSE & FITTINGS All Sites Facility Supplies	2/19/2026	1,251.28	1,251.28
37766	**Void**	2/19/2026	-	-
37767	KING CITY HARDWARE INC. JR Vehicle Maintenance Supplies	2/19/2026	88.58	88.58
37768	MICHAEL SILVA Global Waste Management Conference	2/19/2026	339.00	339.00
37769	MIDPOINT INTERNATIONAL INC. Recycling/Waste Container: City of Soledad	2/19/2026	2,107.32	2,107.32
37770	MISSION LINEN SUPPLY All Sites Uniforms	2/19/2026	588.28	588.28
37771	MONTEREY COUNTY TREASURER/TAX COLLECTOR Annual Property Taxes	2/19/2026	18,658.92	18,658.92
37772	**Void**	2/19/2026	-	-

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37773	MPA Welding, Inc. JC Equipment Maintenance JC Org Facility Maintenance	2/19/2026	3,469.23 280.00	3,749.23
37774	NEU-SCAPES, INC. Monthly Landscape Maintenance	2/19/2026	788.00	788.00
37775	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies	2/19/2026	65.25	65.25
37776	PACE ANALYTICAL SERVICES, LLC CH Lab Analysis	2/19/2026	575.00	575.00
37777	PITNEY BOWES - POSTAGE Adm Postage	2/19/2026	77.30	77.30
37778	PRECISION ALARMS & AUTOMATION SOLUTIONS, INC. HHW Bldg. Alarm Services	2/19/2026	60.00	60.00
37779	PROBUILD COMPANY LLC JR Facility Maintenance	2/19/2026	6,758.62	6,758.62
37780	QUINN COMPANY JC Equipment Maintenance	2/19/2026	1,264.05	1,264.05
37781	R.D. OFFUTT COMPANY JC Equipment Maintenance	2/19/2026	8.49	8.49
37782	RECYCLE AWAY, LLC Recycle/Waste Containers-City of Soledad	2/19/2026	4,563.18	4,563.18
37783	S. GRONER ASSOCIATES Regional Illegal Dumping Campaign SGA Marketing Contract	2/19/2026	10,000.00 9,547.92	19,547.92
37784	SALINAS NATIONAL LITTLE LEAGUE Ops Adm Vehicle Maintenance	2/19/2026	700.00	700.00
37785	SAUL CARDENAS-IBARRA Media Creation contract - Saul	2/19/2026	2,000.00	2,000.00
37786	SOCIAL VOCATIONAL SERVICES, INC. JC Janitorial Services	2/19/2026	6,604.00	6,604.00
37787	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Fuel	2/19/2026	17,334.21	17,334.21
37788	SPECIALTY DISTRIBUTORS INC. JC Equipment Maintenance ML Vehicle Maintenance	2/19/2026	272.26 215.92	488.18

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37789	SUTTON AGRICULTURAL ENTERPRISES, INC JC Facility Maintenance	2/19/2026	80.85	80.85
37790	TELCO BUSINESS SOLUTIONS Adm & HHW Telephone Service	2/19/2026	623.39	623.39
37791	THE SHERWIN-WILLIAMS CO JC Facility Maintenance	2/19/2026	353.99	353.99
37792	TIMOTHY G. SCARPA Common Area Maintenance	2/19/2026	150.00	150.00
37793	VALLEY FABRICATION, INC. JC Scale Maintenance	2/19/2026	296.29	296.29
37794	Vasquez Fabrication, Inc. JC Facility Maintenance JR Equipment Maintenance	2/19/2026	3,421.25 1,572.50	4,993.75
37795	WEST COAST RUBBER RECYCLING, INC JC Tire Diversion	2/19/2026	2,520.00	2,520.00
37796	WHITE CAP, LP SS Facility Maintenance	2/19/2026	178.16	178.16
37797	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Fuel	2/19/2026	4,215.53	4,215.53
37798	ALLIANCE ON AGING, INC. Table of 10 trashion show event	2/26/2026	800.00	800.00
37799	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	2/26/2026	153.00	153.00
37800	AT&T SERVICES INC JC Office Supplies	2/26/2026	62.55	62.55
37801	BRYAN EQUIPMENT JC Equipment Maintenance	2/26/2026	200.64	200.64
37802	CALIFORNIA WATER SERVICE JR Water	2/26/2026	310.32	310.32
37803	CDW GOVERNMENT Network Support	2/26/2026	311.47	311.47
37804	COMCAST HHW Internet Services	2/26/2026	165.30	165.30
37805	CON-WAL, INC. JC Facility Maintenance	2/26/2026	2,042.76	2,042.76

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37806	FRESNO OXYGEN JC Equipment Maintenance	2/26/2026	212.04	212.04
37807	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	2/26/2026	5,241.01	5,241.01
37808	GONZALES ACE HARDWARE All Sites Facility Supplies	2/26/2026	79.99	79.99
37809	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	2/26/2026	35.00	35.00
37810	INTERSTATE BATTERIES HHW Equipment Maintenance	2/26/2026	170.76	170.76
37811	J R Miller & Associates, Inc. JC Engineering Services	2/26/2026	8,003.75	8,003.75
37812	KING CITY HARDWARE INC. JR Facility Maintenance	2/26/2026	20.18	20.18
37813	MISSION LINEN SUPPLY JR Uniforms	2/26/2026	84.27	84.27
37814	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	2/26/2026	506.80	506.80
37815	PACE ANALYTICAL SERVICES, LLC CH Lab Analysis	2/26/2026	22,911.00	22,911.00
37816	R.D. OFFUTT COMPANY JC Equipment Maintenance	2/26/2026	345.82	345.82
37817	RJMS CORPORATION HHW Equipment Maintenance	2/26/2026	557.50	557.50
37818	SCS ENGINEERS All Sites Engineering Services	2/26/2026	2,085.00	2,085.00
37819	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Fuel	2/26/2026	21,517.07	21,517.07
37820	SOUTHERN TIRE MART LLC ML Vehicle Maintenance	2/26/2026	5,694.26	5,694.26
37821	TELCO BUSINESS SOLUTIONS JC Telephone Network Support	2/26/2026	308.63 304.42	613.05
37822	THE DON CHAPIN COMPANY, INC. HHW Portable Toilet	2/26/2026	470.01	470.01

Salinas Valley Solid Waste Authority
Checks Issued Report for 2/1/2026 to 2/28/2026

Check #	Name	Check Date	Amount	Check Total
37823	ULINE, INC. Adm Office Supplies	2/26/2026	429.74	429.74
37824	VERIZON WIRELESS SERVICES Monthly Internet Service	2/26/2026	266.07	266.07
26-00436-DFT	INTERMEDIA Email Exchange	2/5/2026	544.37	544.37
26-00437-DFT	REPUBLIC SERVICES - MADISON LANE TRANSFER STATION 4918 March ML Rent	2/27/2026	18,261.23	18,261.23
26-00438-DFT	Amazon Capital Services, Inc All Sites Facility Supplies	2/11/2026	4,816.31	4,816.31
26-00463-DFT	Amazon Capital Services, Inc All Sites Facility Supplies	2/25/2026	6,386.47	6,386.47
26-00464-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites Electrical Services	2/25/2026	29,218.50	29,218.50
				<u>927,773.58</u>
				<u>709,796.14</u>
				<u><u>1,637,569.72</u></u>



Report to the Board of Directors

Date: April 16, 2026
From: Mandy Brooks, Resource Recovery Manager
Title: Member and Interagency Activities Report for March 2026

ITEM NO. 3

N/A

Finance and Administration
 Manager/Controller/Treasurer

General Manager/CAO

N/A

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: The monthly inspection was conducted in March and no violations or areas of concern were noted during the inspection.

Jolon Road Transfer Station: The monthly inspection was conducted March 24, 2026 and no violations or areas of concern were noted.

Gonzales Clothing Closet

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.

Q1 CY 2026	# Volunteers	Hours	# Clothing Items Dist.	# Families Served	# Family Members
Jan.	6	159	654	50	168
Feb.	6	110.5	781	41	175
Mar.	7	137.5	798	49	199

Q1 2026 TOTALS	6.33 (avg)	407	2,233	140	542
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Cleanup Events

The 2026 hauler community cleanup dates are listed below. The results from the first 2026 cleanup, conducted in King City, are listed below.

Date	Location	Hauler/ Volunteer Group	Trash (tons)	Recycling (tons)	ABOP Materials (collected by SVR)	Diversion %
March 28	King City	WM	13.3	6.9	0.53 tons	34%

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

- Gonzales:** **Mar 28 – June 30: Tire Amnesty Collection Event, JCLF**
04/07/26 School Tour – Kamman School 1 of 2, JC Ed Center & Garden
04/14/26 School Tour – Kamman School 2 of 2, JC Ed Center & Garden
04/18/26 Composting Workshop, Ed Center & Garden
04/21/26 School Tour – Arroyo Seco Academy 1 of 2, JC Ed Center
04/28/26 School Tour – Arroyo Seco Academy 2 of 2, JC Ed Center
06/27/26 TCD Cleanup and ABOP event, Fairview Middle School
10/17/26 TCD Cleanup and ABOP event, Fairview Middle School
- Greenfield:** 04/11/26 TCD Cleanup and ABOP event, Public Works Yard
04/16/26 Recycling Presentation, Arroyo Seco Academy
08/29/26 TCD Cleanup and ABOP event, Public Works Yard
- King City:** **Mar 28 – June 30: Tire Amnesty Collection Event, JRTS**
06/13/26 WM Cleanup and ABOP event, SV Fairgrounds
06/27/26 Compost Workshop and giveaway, SV Fairgrounds
- Salinas:** 04/11/26 Republic District 5 Cleanup
04/18/26 Booth at Earth Day Event, Tatum's Garden
04/24/26 Composting Presentation, El Puente School
04/25/26 Booth at Amor Salinas Earth Day Event, Sherwood Park
05/16/26 Republic District 2 Cleanup
06/10/26 Composting Presentation, Cesar Chavez Library
06/11/26 Composting Presentation, El Gabilan Library
06/27/26 Republic District 3 Cleanup
08/15/26 Republic District 4 Cleanup
10/10/26 Republic District 1 Cleanup
11/14/26 Republic District 6 Cleanup
- Soledad:** 04/25/26 Touch a Truck Event, Soledad High School
05/30/26 TCD Cleanup and ABOP event, Soledad High School
09/26/26 TCD Cleanup and ABOP event, Soledad High School
- Mo County:** **Mar 28 – June 30: Tire Amnesty Event, Madison Ln Recycle Center**
04/08/26 Compost/Recycling Booth at Science Day, Spreckels School

04/24/26	Booth at Spring Fair, Chualar School
04/25/26	Lockwood/San Lucas Cleanup event, Lockwood School
05/01/26	Booth at Touch-a-Truck Event, Spreckels School
06/06/26	Aromas Cleanup and ABOP event, Aromas Community Park
08/15/26	San Ardo Cleanup and ABOP event, Main St & Jolon Rd
09/19/26	Prunedale Cleanup and ABOP event, Grange Parking Lot
10/24/26	Pajaro Cleanup & ABOP event, 499 Salinas Rd

BACKGROUND

In 2014, the monthly Interagency Activities Report was established 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: April 16, 2026
From: C. Ray Hendricks, Finance and Administration Manager
Title: March 2026 Quarterly Investments Report

RECOMMENDATION

Staff requests that the Board accepts the March 2026 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, \$39,500,859.86 (95.40%), of the Authority's investment portfolio is invested in the State's Local Agency Investment Fund (LAIF). For the month that ended on March 31, 2026, the LAIF effective yield was 3.826%. LAIF is invested as part of the State's Pooled Money Investment Account (PMIA) with a total of \$164.6 Billion as of February 28, 2026. The Authority's LAIF investment of \$37,500,859.86 represents .024% of the PMIA. Attached is a summary of the PMIA portfolio as of April 08, 2026.

ATTACHMENT(S)

1. March 31, 2026 Cash and Investments Report
2. April 08, 2026 PMIA Portfolio Composition and Average Monthly Yields

SALINAS VALLEY SOLID WASTE AUTHORITY
Cash and Investments Report
March 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	-	27,325.19	Same day	Aa2
Payroll Checking account	-	10,000.00	Same day	Aa2
General Deposit Account	-	16,454.54	Same day	Aa2
Scalehouse Deposit Account	-	53,492.51	Same day	Aa2
FSA Checking Account	-	2,276.82	Same day	Aa2
LAIF	3.826%	39,500,859.86	Same day	N/A
LAIF - FMV Adjustment		60,295.88		
BNY - Bond 2022A Payment		-		
Mechanic's Public Money Market Account	3.680%	1,404,013.63	Same day	Aa2
CEPPT Restricted Fund		326,869.54		
		\$ 41,403,687.97		

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





PMIA/LAIF Performance Report as of 04/08/26



Quarterly Performance Quarter Ended 12/31/25

LAIF Apportionment Rate ⁽²⁾ :	4.20
LAIF Earnings Ratio ⁽²⁾ :	0.00011512010685708
LAIF Administrative Cost ^{(1)*} :	0.27
LAIF Fair Value Factor ⁽¹⁾ :	1.002181483
PMIA Daily ⁽¹⁾ :	3.97
PMIA Quarter to Date ⁽¹⁾ :	4.09
PMIA Average Life ⁽¹⁾ :	244

PMIA Average Monthly Effective Yields⁽¹⁾

March	3.826
February	3.871
January	3.931
December	4.025
November	4.096
October	4.150

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 2/28/26 \$164.6 billion

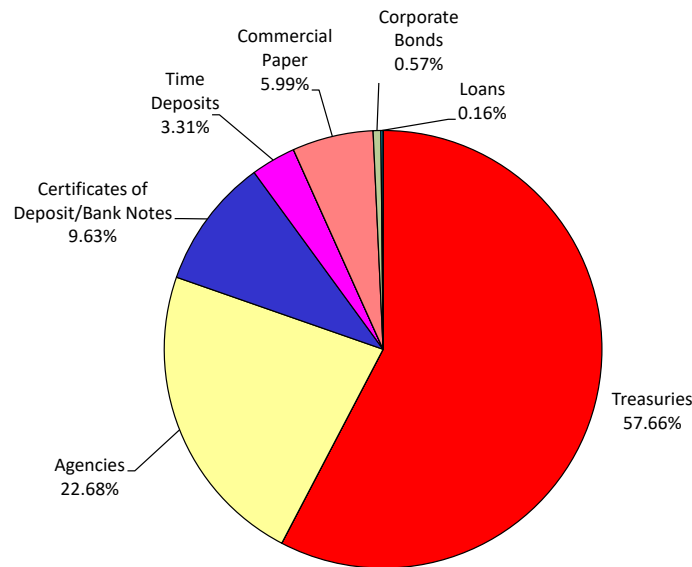


Chart does not include \$855,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

General Manager/CAO

R. Santos by E.T.
Authority General Counsel

Date: April 16, 2026
From: C. Ray Hendricks, Finance and Administration Manager
Title: A Resolution Establishing the Investment Policy

RECOMMENDATION

The Executive Committee recommends adoption of the resolution to the Board.

STRATEGIC PLAN RELATIONSHIP

The recommended action is routine in nature.

FISCAL IMPACT

Conservative practices should net the Authority modest returns while keeping the principal safe and ensuring liquidity.

DISCUSSION & ANALYSIS

The investment policy has no changes from the current policy. The Investment Policy allows investment in all investment vehicles permitted by State law. However, in actual practice, the funds managed by the Treasurer have historically been mainly invested in the Local Agency Investment Fund (LAIF). At the end of February 2026, LAIF was yielding 3.871%.

BACKGROUND

In order to properly handle the Authority's investments, the Board is asked to adopt the attached Investment Policy. California Government Code Section 53646(a) (2) states that the treasurer or chief fiscal officer of a local agency may render annually to the legislative body of the local agency an investment policy, which the legislative body shall consider at a public meeting. State law further requires the Treasurer or Chief Financial Officer to submit detailed information on all securities, investments, and monies of the Authority on a quarterly basis. The next report is due in August 2026.

ATTACHMENT(S)

1. Resolution
2. Investment Policy

RESOLUTION NO. 2026 -

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

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

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

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

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

WHEREAS the Authority's Investment Policy has been developed and presented to this Board on April 16, 2026.

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

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the regular meeting duly held on the 16th day of April 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

Exhibit A

SALINAS VALLEY SOLID WASTE AUTHORITY INVESTMENT POLICY

PURPOSE

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

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

OBJECTIVE

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

SCOPE

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

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

AUTHORIZATION

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

GUIDELINES

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

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

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

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

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

- a) Includes U.S. Government Sponsored Enterprise Obligations
- b) No more than 30 percent of the agency's money may be in Bankers' Acceptances of any one commercial bank.
- c) 10 percent of the outstanding commercial paper of any single corporate issuer.
- d) Limit set by LAIF Governing Board, not the Government Code.
- e) Investment Trust of California dba CalTRUST

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

2. Criteria for selecting investments, and the order of priority, are:

A. Safety

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

B. Liquidity

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

C. Yield

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

- 3. An amount of money deemed sufficient to meet one payroll and two weeks claims shall be maintained in highly liquid investment vehicles such as the State Local Agency Investment Fund, or other similar investment instrument.

4. The Authority will attempt to obtain the highest yield obtainable when selecting investments, provided that criteria for safety and liquidity are met. Ordinarily, through a positive yield curve, (i.e., longer term investment rates are higher than those of shorter maturities), the Authority attempts to ladder its maturities to meet anticipated cash maturities that carry a higher rate than is available in the extremely short market of 30 days or less.
5. Most investments are highly liquid, except for certificates of deposit held by banks and savings and loans. Investments in Certificate of Deposit shall be fully insured or collateralized. When insurance is pledged, it shall be through the FDIC. Collateralization shall be in the amount of 110% of principal when government securities are pledged or 150% of principal when backed by first deeds of trust. Maturities are selected to anticipate cash needs, thereby obviating the need for forced liquidation.
6. When investing in Bankers Acceptances, Treasury Bills and Notes, Government Agency Securities and Commercial Paper, securities for these investments shall be conducted on a delivery-versus-payment basis. Securities are held by a third-party custodian designated by the Treasurer and evidenced by safekeeping receipts when such delivery directly to the Authority would be impractical.
7. Except for Treasury Notes and other government Agency Issues, the maturity of any given investment shall not exceed 1 year.
8. Bond Proceeds shall include any notes, bonds or other instruments issued on behalf of the Salinas Valley Solid Waste Authority for which the members of the Board of Directors serve as the governing body. Should the Salinas Valley Solid Waste Authority elect to issue bonds for any purpose, the Indenture of Trust shall be the governing document specifying allowable investments for the proceeds of the issue as prescribed by law.
9. Investment income shall be shared by all funds on a proportionate ratio of each funds balance to total pooled cash with investment income distributed accordingly on a quarterly basis.
10. Investments in any other vehicle like Repurchase and Reverse Repurchase Agreements shall not be authorized unless the investment is made through the pooled money portfolio of the Local Agency Investment Fund.
11. The Treasurer shall annually render to the Board of Directors for consideration at a public meeting, a statement of investment policy. The Treasurer will also render an investment report to the Board of Directors at the first regular Board Meeting occurring after the end of each calendar quarter. The quarterly report shall include type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held by the Salinas Valley Solid Waste Authority. The report shall state compliance with the investment policy or way the portfolio is not in compliance. It shall also include a statement denoting the ability to meet the Authority's expenditure requirement for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.

12. Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the Salinas Valley Solid Waste Authority Investment Policy and supersede all previous language.
13. Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or that could impair their ability to make impartial decisions.

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



Report to the Board of Directors

ITEM NO. 6

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

Authority General Counsel

Date: April 16, 2026

From: Juan Camacho, Operations Manager

Title: A Resolution Approving Amendment No. 1 Authorizing a Two-Year Extension to the Professional Service Agreement with Social Vocational Services Inc. for Materials Processing and Litter Abatement at the Johnson Canyon Landfill

RECOMMENDATION

Staff recommends that the Board adopt the resolution.

STRATEGIC PLAN RELATIONSHIP

The recommended action will assist the Authority in supporting its Objective on Facilities Master Planning by continuing to divert materials from the landfill.

FISCAL IMPACT

The proposed FY 2026-27 Budget has sufficient funding to cover the diversion services and litter abatement provided by the agreement. The agreement includes all annual increases associated with the State of California minimum wage increases included in the two-year extension. The two-year agreement is estimated at \$211,012.80, which covers two (2) four (4) person crews.

DISCUSSION & ANALYSIS

The Johnson Canyon Landfill has seen an increase in daily customer trips, which requires an increased effort to identify loads rich in recycling. The partnership with Social Vocational Services Inc. (SVS) allows facility staff to concentrate on public services by assisting with both litter abatement and some diversion activities at the facility. The SVS crew was initially contracted for six months on a trial basis. The SVS clients have been a crucial part of maintaining the Material Recovery Center (MRC) at the facility, providing janitorial assistance in shop and de-packager and have also assisted with litter abatement. The service agreement with SVS, requires a crew of six (6) workers from 9:00am to 12:30pm and two (2) trained supervisors Monday through Friday.

The Authority is committed to partnering with SVS to provide employment to individuals with developmental disabilities from the Salinas Valley.

SVS is a non-profit agency in Monterey County fully dedicated to serving the disabled community by providing job skill development and job placement. The Salinas Valley Solid Waste Authority's partnership with SVS supports the sustainability goal of providing green job opportunities to all citizens of the Salinas Valley. As a unique community-based service, staff is recommending that the Board make the finding that under Authority Code Section 3.01.130 (3), this continuing service is an exception to competitive bidding requirements.

BACKGROUND

The Authority has partnered with SVS since 2016 for services at the Johnson Canyon Landfill. They have been a crucial part of the day-to-day diversion activities and task at the site. The mission of SVS is to assist people with developmental disabilities to live and participate in their communities. SVS offers developmentally disabled adults the opportunity to participate in meaningful community work and develop job related skills.

ATTACHMENTS

1. Resolution
2. Exhibit A – Amendment No. 1

RESOLUTION NO. 2026 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING AMENDMENT NO. 1 AUTHORIZING A TWO-YEAR EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH SOCIAL VOCATIONAL SERVICES, INC. FOR MATERIALS PROCESSING AND LITTER ABATEMENT SERVICES AT THE JOHNSON CANYON LANDFILL

WHEREAS, the Salinas Valley Solid Waste Authority values Community Partnerships and finds that Social Vocational Services, Inc. provides a unique commodity to the Authority and the community by providing employment to individuals with disabilities in the Salinas Valley; and,

WHEREAS, as a unique community-based service the Board makes the finding that under the Authority Code Section 3.01.130 (3), this continuing service is an exception to competitive bidding requirements.

WHEREAS, Social Vocational Services, Inc. has provided assistance with diversion activities, janitorial services and litter abatement for the Authority since 2016 and has unique, in-depth knowledge of the Authority's operations; and,

WHEREAS, the 2024 professional services agreement allows for up to two (2) one (1) year extensions; and,

WHEREAS, the Authority is satisfied with Social Vocational Services, Inc. services and wishes to exercise a two (2) year extension.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to execute Amendment No. 1 a Two-Year Extension to the professional services agreement with Social Vocational Services, Inc. for Materials Processing and Litter Abatement Services at the Johnson Canyon Landfill as attached hereto and marked "Exhibit A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 16th of April 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Elizabeth Silva, President

Erika J. Trujillo, Clerk of the Board

Roy Santos, Authority General Counsel



EXHIBIT A

AMENDMENT NO. 1
FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
SOCIAL VOCATIONAL SERVICES, INC.
FOR MATERIALS PROCESSING AND LITTER ABATEMENT AT
THE JOHNSON CANYON LANDFILL

This amendment made and entered into this 16th day of April 2026 by and between the Salinas Valley Solid Waste Authority, a joint powers authority organized under the laws of the State of California (hereinafter "Authority"), and Social Vocational Services, Inc. (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on May 16, 2024. The initial term of the agreement expires on June 30, 2026, with two (2) optional one (1) year extensions.

The terms of the aforementioned agreement will continue in force with the exception of the following changes:

1. Completion Schedule

The Authority and Consultant hereby mutually agree to extend the agreement for an additional two-year term effective July 1, 2026, and ending June 30, 2028.

2. Compensation

For the services rendered pursuant to the Agreement Consultant shall be compensated two hundred and eleven thousand twelve dollars and eighty cents (\$211,012.80) (contract sum for 2-year extension).

3. Fee Schedule

1. A monthly rate of \$8,792.20 for both crews.
2. A work schedule of 3.5 hours per day.

IN WITNESS THEREOF, the parties hereto have made and executed this Amendment No. 1 on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

Dated: _____

Dated: _____

Cesar Zuñiga

Roy Santos

General Manager/CAO

Authority General Counsel

ATTEST:

CONSULTANT:

Erika J. Trujillo, Clerk of the Board

Social Vocational Services, Inc

Dated: _____

(Printed Name/Title)

Dated: _____



Report to the Board of Directors

ITEM NO. 7

Finance and Administration
Manager/Controller-Treasurer

General Manager/SAD

R. Santos by E.T.

Authority General Counsel

Date: April 16, 2026
From: C. Ray Hendricks, Finance and Administration Manager
Title: A Resolution Approving an Adjustment to the Capital Improvement Budget for Fiscal Year 2025-26

RECOMMENDATION

The Executive Committee recommends approval of this item by the Board of Directors. The budget adjustments will ensure that there is sufficient budget to fund improvements at Johnson Canyon Landfill.

FISCAL IMPACT

The net fiscal impact of the recommended budget adjustments is an increase of \$1,125,000 to the budget for CIP 9527 from expected New Cell Constructions Set Asides budgeted in the FY 2025-26 budget.

An adjustment to actual will be included during the CIP carryover process expected to occur in September 2026. This adjustment will ensure that there is sufficient funding available to get through the end of the fiscal year as we begin construction of the new cell. Staff will request FY 2026-27 funding at the August Board meeting to ensure there is sufficient budget to complete the project.

The increase of \$250,000 to CIP will be funded through a reduction to CIP 9507, which will be replenished from FY 2026-27 allocations during the CIP Carry Over process.

DISCUSSION & ANALYSIS

Based on current projects staff expects to work on before the end of the fiscal year, staff requests the following budget adjustments:

	FY 2025-26 CIP Budget	Adjustments	FY 2025-26 Adjusted CIP Budget
800 9501 JC LFG System Improvements	516,974.25	250,000.00	766,974.25
800 9507 JC Corrective Action	250,000.00	(250,000.00)	-
800 9527 JC Module Engineering and Construction	5,050,161.16	1,125,000.00	6,175,161.16
Total Fund 800 - Capital Improvement Projects Fund	11,034,574.62	1,125,000.00	12,159,574.62

CIP 9501 (+\$250,000)

In July 2025, the Authority received a Notice of Violation from the California Air Resources District for noncompliance with methane emission regulations. A subsequent root cause analysis identified, among other corrective measures, the need for additional landfill gas flaring capacity. The relocation of the dormant flare from the Crazy Horse Landfill is a key component of the corrective action plan to address this violation. Additionally, staff is continuing work on the installation of wells to help extract the landfill gas. An additional \$250,000 is needed to fund the work expected to be completed before the end of the fiscal year. The increase for this CIP is being funded through a reduction of CIP 9507.

CIP 9507 (-\$250,000)

The JC Corrective Action CIP was created to ensure funds are available to react to compliance notices received by the Authority. Any funds used are replenished during the fund balance allocation. Funds are being transferred to ensure compliance of methane emissions regulations and will be replenished during the CIP carryover process using a portion of the \$339,000 allocated to CIP 9501 for FY 2026-27.

CIP 9527 (+\$1,125,000)

This budget adjustment allocates funds that are budgeted to be set aside during FY 2025-26. The cell is being built two years early to improve operational efficiencies, and staff is requesting an early allocation of the set-aside funds to allow project activities to begin during the current fiscal year.

Because the final amount of the set-aside will not be confirmed until after the close of the fiscal year, this adjustment reflects a preliminary allocation based on current estimates. Once the final set-aside amount is confirmed, staff will include a subsequent budget adjustment during the CIP carryover process to reconcile the project budget.

Approval of this adjustment will allow the project to proceed on schedule while preserving the ability to reconcile the budget once the exact set-aside amount is known.

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 has 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 recommended initiating construction of Module VIII ahead of schedule. Constructing Module VIII approximately three years early will provide a wider working surface for landfill operations, 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 January 22, 2026, the Board approved a construction contract for the Johnson Canyon Landfill Module 8 Construction with Wood Bros., Inc, in the amount of \$5,476,650.40.

On February 19, 2026 the Board approved a contract for Construction Quality Assurance for the Johnson Canyon Landfill Module 8 Construction Project with Geosyntec Consultants in the Amount of \$369,658

At the time these contracts were approved, staff indicated that full project funding had not yet been allocated. However, it was anticipated that budgeted set-asides for FY 2025–26 and FY 2026–27, estimated to total at least \$2,250,000, would be sufficient to fund the remaining project costs. Staff is requesting that the FY 2025–26 set-aside funds be allocated at this time. A request to allocate the FY 2026–27 set-asides will be brought forward for approval in either August or September 2026.

As landfill operations continue at the Johnson Canyon Landfill, so is the need to ensure an effective environmental control system is in place. The budget allocates funds annually for landfill gas system improvement, which allows the Authority to maintain and replace wells and environmental control equipment as needed.

ATTACHMENT(S)

1. Resolution
2. PowerPoint

RESOLUTION NO. 2026 –

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING AN ADJUSTMENT TO THE CAPITAL IMPROVEMENT PROJECT BUDGET FOR FISCAL
YEAR 2025-26**

WHEREAS, on February 19, 2026, the Board of Directors of the Salinas Valley Solid Waste Authority approved the FY 2025-26 operating budget; and,

WHEREAS, the FY 2025-26 Operating Budget includes an estimated \$1,125,000 set asides for new cell construction; and,

WHEREAS, these funds are needed early to ensure there is adequate funding to begin construction of the new cell before June 30, 2026; and,

WHEREAS, additional funds are needed to complete work necessary to install landfill gas management equipment at Canyon Landfill during FY 2025-26.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY, that the adjustments to the Capital Improvement Project Budget for Fiscal Year 2025-26 attached hereto as "Exhibit A" is hereby approved; and,

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

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a meeting duly held on the 16th day of April 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

Salinas Valley Solid Waste Authority
 CIP Budget Adjustment
 FY 2025-26

	FY 2025-26 CIP Budget	Adjustments	FY 2025-26 Adjusted CIP Budget
800 9501 JC LFG System Improvements	516,974.25	250,000.00	766,974.25
800 9507 JC Corrective Action	250,000.00	(250,000.00)	-
800 9527 JC Module Engineering and Construction	<u>5,050,161.16</u>	<u>1,125,000.00</u>	<u>6,175,161.16</u>
Total Fund 800 - Capital Improvement Projects Fund	<u>11,034,574.62</u>	<u>1,125,000.00</u>	<u>12,159,574.62</u>



Report to the Board of Directors

ITEM NO. 8

Finance and Administration
Manager/Controller-Treasurer

General Manager/CAO

R. Santos by E.T.

General Legal Counsel

Date: April 16, 2026

From: Juan Camacho, Operations Manager

Title: A Resolution Awarding the Purchase of One Used 2022 Caterpillar 938M Loader to Quinn Company for an Amount of \$341,406.25

RECOMMENDATION

Staff recommends adoption of the resolution for the purchase of one used Caterpillar 938M Loader for the Johnson Canyon Landfill in the amount of \$341,406.25

FISCAL IMPACT

This purchase is partially funded through a Monterey Bay Air Resources Board Clean Air Grant in the amount of up to \$140,906, which is included in the 2025-2026 Fiscal Year Budget. The remaining balance will be funded from Capital Improvement Project (CIP) 9101, which has an available budget amount of \$1,742,490.

DISCUSSION & ANALYSIS

Monterey Bay Air Resources District (MBARD) has awarded the Authority two Diesel Engine and Equipment Replacement Program (DEERP) grants through the Carl Moyer Program to partially fund the purchase of two newer, used loaders with cleaner engine emissions that will replace two older models. The grants are funded on a reimbursement basis after equipment is purchased, new equipment is inspected, and certification of replaced engines is received.

The purchase of a used Caterpillar 938M loader will allow staff to replace the existing 2010 Caterpillar 938H loader with a newer model with a cleaner engine required by the grant. The current loader was purchased at the start up of the Authority's in-house operation in December 2014. Since then, the unit has served the facility for multiple onsite operations including diversion activities, landfill maintenance, and loading operations. The existing loader has over 10,000 hours of operation and is in need of major repairs, including the powertrain which has reached its working lifespan.

Staff solicited bids for the purchase of a used Caterpillar 938M loader with less than 1,200 hours. A total of two bids were received. The selection of the equipment was based on hours of operation, age of the unit, and compliance with the California Air Resources Board (CARB) mandated emission, and overall cost. Based on these requirements staff recommends we award the purchase of a used Caterpillar 938M Loader to Quinn Company of Salinas. The selected unit has low hours, meets the current state requirements for off-road equipment, and is the lowest cost of the two proposed loaders.

Below are the bid results:

Dealer	Cat 938M Cost	Year	Equipment Hours	Credit for Bucket	4-Way Bucket	Total Bid Cost with sales taxes
Quinn Company	\$279,500	2022	994	\$0	\$33,000	\$341,406.25
Quinn Company	*\$299,500	2022	856	\$0	\$33,000	\$363,256.25

* Loader was sold in the beginning of April 2026.

Staff requests that the Board award the purchase of one (1) used Caterpillar 938M loader to Quinn Company of Salinas at a cost of \$341,406.25.

BACKGROUND

On December 22, 2014, staff assumed the operations of the Johnson Canyon Landfill Operations. The operation required the purchase of two loaders to assist with diversion and operational needs. The use of loaders is a common way to move materials and handle loading projects at most landfills. The loaders have reached their working life span and replacement of the unit is recommended.

In December 2024, the Authority submitted three grant applications to MBARD for its DEER Program FY24-25. In March 2025, the Authority was notified that two applications were selected for funding. Due to MBARD internal processes, the contract award was delayed. In December 2025, the project resumed and new equipment quotes were provided. In March 2026, a final grant agreement was received for consideration, and the Authority was awarded funds to replace its current loaders at the Johnson Canyon Landfill.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Quinn Company of Salinas 938M Loader Proposal

RESOLUTION NO. 2026 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
AWARDING THE PURCHASE OF ONE USED 2022 CATERPILLAR 938M LOADER TO QUINN
COMPANY FOR AN AMOUNT OF \$341,406.25**

WHEREAS, the Authority assumed the operations of the Johnson Canyon Landfill on December 22, 2014; and,

WHEREAS, to maintain an efficient operation staff needs to replace the older units that are approaching their working life spans and may require major repairs; and,

WHEREAS, the Authority received a Notice of Award of funding for the Fiscal Year 2024-25 Diesel Engine and Equipment Replacement Program Grant from Monterey Bay Air Resources Board (MBARD); and,

WHEREAS, staff solicited quotes from used equipment vendors for used Caterpillar 938M Loaders with specific model years and hour ranges, along with specific specification and received two qualifying quotes; and,

WHEREAS, the purchase of the used 2022 Caterpillar 938M loader will replace the older unit with a more fuel-efficient and cleaner burning engine as required by the MBARD grant.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to purchase a used Caterpillar 938M loader for the Johnson Canyon Landfill from Quinn Company, as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 16th day of April 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Elizabeth Silva, President

Erika Trujillo, Clerk of the Board



Quinn Company
 1300 Abbott Street
 Salinas, CA 93901
 (831) 775-3412

4/2/26

SALINAS VALLEY SOLID WASTE

Attn: Juan Comacho

Quinn Company is pleased to furnish the following proposal for your consideration.

ONE 2022 CATERPILLAR 938M S/N P5K03645 994 HOURS with all standard and the following optional equipment.

- Air Conditioner
- Auto Lube
- Auto Shift
- Auxiliary Hydraulics - 3rd Valve
- Beacon
- Boom, GP
- Counterweight
- Coupler - Quick
- Coupler Type - Hydraulic
- Engine Enclosures
- Lift - Standard
- Lighting
- Mirrors
- Product Link
- Radio
- Ride Control
- ROPS - Enclosed
- Steering Type - Wheel

Machine Price	279,500.00
AMI WL175 3.5 CYD Multi Purpose Bucket	+ 33,000.00
SUB TOTAL	312,500.00
Sales Tax @ 9.25 %	+ 28,906.25
TOTAL	341,406.25

Bucket lead time is 12 week from the date of order

Machines are priced FOB from their current location

Thank you for the opportunity to present the above for your current equipment needs. If you have any questions, please do not hesitate to contact me.

Sincerely,
 Justin Brown
 Sales Representative

Direct – 775-3412
Cell – 594-8115



All prices are subject to all applicable taxes, availability and change without further notice.



Report to the Board of Directors

ITEM NO. 9

Finance and Administration
Manager/Controller-Treasurer

General Manager, CAO

R. Santos by E.T.

General Legal Counsel

Date: April 16, 2026

From: Juan Camacho, Operations Manager

Title: A Resolution Awarding the Purchase of One Used 2023 Caterpillar 950M Loader to Drummond Machinery Inc. for an Amount of \$396,937.50

RECOMMENDATION

Staff recommends adoption of the resolution for the purchase of one used Caterpillar 950M Loader for the Johnson Canyon Landfill in the amount of \$396,937.50

FISCAL IMPACT

This purchase is partially funded through a Monterey Bay Air Resources Board Clean Air Grant in the amount of up to \$98,933, which is included in the 2025-2026 Fiscal Year Budget. The remaining balance will be funded from Capital Improvement Project (CIP) 9101, which has an available budget amount of \$1,742,490.

DISCUSSION & ANALYSIS

Monterey Bay Air Resources District (MBARD) has awarded the Authority two Diesel Engine and Equipment Replacement Program (DEERP) grants through the Carl Moyer Program to partially fund the purchase of two newer, used loaders with cleaner engine emissions that will replace two older models. The grants are funded on a reimbursement basis after equipment is purchased, new equipment is inspected, and certification of replaced engines is received.

The purchase of a used Caterpillar 950M loader will allow staff to replace the existing 2011 Caterpillar 950H loader with a newer model with a cleaner engine required by the grant. The current loader was purchased at the startup of the Authority's in-house operation in December 2014. Since then, the unit has served the facility for multiple onsite operations including diversion activities, landfill maintenance, and loading operations. The existing loader has over 10,000 hours of operation and needs major repairs, including the powertrain which has reached its working lifespan.

Staff solicited bids for the purchase of a used Caterpillar 950M loader with less than 1,800 hours. A total of three bids were received. The selection of the equipment was based on hours of operation, age of the unit, and compliance with the California Air Resources Board (CARB) mandated emission, and overall value to the Authority. Based on these requirements staff recommends we award the purchase of a used Caterpillar 950M Loader to Drummond Machinery Inc., Heavy Equipment Sales. The selected unit has very low hours (35 hrs.), meets the current state requirements for off-road equipment, the

upgraded bucket is approximately three (3) weeks out compared to eleven (11) weeks and comes with a CAT Powertrain/Hydraulic Warranty through 5/31/2028 or 4,000 hours.

Below are the bid results:

Dealer	Cat 950M Cost	Year	Equipment Hours	Credit for Bucket	4-Way Bucket	Total Bid Cost with sales taxes
Drummond Machinery	\$365,000	2023	35	\$0	included	\$396,937.50
*Quinn Company	\$330,000	2023	1,192	\$0	\$38,000	\$402,040.00
Quinn Company	*\$299,500	2023	1,747	\$0	\$38,000	\$368,718.75

*No longer available

Staff requests that the Board award the purchase of one (1) used Caterpillar 950M loader to Drummond Machinery Inc. at a cost of \$396,937.50.

BACKGROUND

On December 22, 2014, staff assumed the operations of the Johnson Canyon Landfill Operations. The operation required the purchase of two loaders to assist with diversion and operational needs. The use of loaders is a common way to move materials and handle loading projects at most landfills. The loaders have reached their working life span and replacement of the unit is recommended.

In December 2024, the Authority submitted three grant applications to MBARD for its DEER Program FY24-25. In March 2025, the Authority was notified that two applications were selected for funding. Due to MBARD internal processes, the contract award was delayed. In December 2025, the project resumed and new equipment quotes were provided. In March 2026, a final grant agreement was received for consideration, and the Authority was awarded funds to replace its current loaders at the Johnson Canyon Landfill.

ATTACHMENT(S)

1. Resolution
2. Exhibit A – Drummond Machinery Inc. 950M Loader Proposal

RESOLUTION NO. 2026 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
AWARDING THE PURCHASE OF ONE USED 2023 CATERPILLAR 950M LOADER TO DRUMMOND
MACHINERY INC. FOR AN AMOUNT OF \$396,937.50**

WHEREAS, the Authority assumed the operations of the Johnson Canyon Landfill on December 22, 2014; and,

WHEREAS, to maintain an efficient operation staff needs to replace the older units that are approaching their working life spans and may require major repairs; and,

WHEREAS, the Authority received a Notice of Award of funding for the Fiscal Year 24-25 Diesel Engine and Equipment Replacement Program Grant from Monterey Bay Air Resources Board (MBARD) ; and,

WHEREAS, staff solicited quotes from used equipment vendors for used Caterpillar 950M Loaders with specific model years and hour ranges, along with specific specification and received two qualifying quotes; and,

WHEREAS, the purchase of the used 2023 Caterpillar 950M loader will replace the older unit with a more fuel-efficient and cleaner burning engine as required by the MBARD grant.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed for, and on behalf of, the Salinas Valley Solid Waste Authority to purchase a used Caterpillar 950M loader for the Johnson Canyon Landfill from Drummond Machinery Inc., as attached hereto and marked "Exhibit A," and to carry out all responsibilities necessary.

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 16th day of April 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

Elizabeth Silva, President

Erika Trujillo, Clerk of the Board



Estimate

ADDRESS

Salinas Valley Solid Waste Authority
31400 Johnson Canyon Rd
Gonzales, CA 93926

ESTIMATE # 26218

DATE 04/06/2026

DESCRIPTION	QTY	RATE	AMOUNT
2023 CAT 950M Wheel Loader 35 Hours / SN TN200383 CAT Powertrain/Hydraulic Warranty thru 5/31/2028 or 4,000 hours Includes CVA Parts Only Filter Kit Includes 3.5 CY, 4:1 Bucket (not pictured) Bucket in photos not included Machine Specs Attached Delivered to 93926	1	365,000.00	365,000.00
Unincorporated Monterey Sales Tax - 8.75%	1	31,937.50	31,937.50
TOTAL			\$396,937.50

Quote valid for 20 days.

Drummond Machinery Inc.
805-400-8546
11172 Ojai Santa Paula Rd
Ojai, CA 93023

Serial Number	Ref. #/SMCS Code	Description	Category	Install Ind.	Install Date	Action
TN200383	590-6108	950 WHEEL LOADER			None	Modify
Attachments						
	0P-3940	PROTECTION, CYLINDER ROD		Factory	None	Modify
	365-0112	CAP GP, RAIN		Factory	None	Modify
	366-9912	HYDRAULIC OIL, STANDARD		Factory	None	Modify
	378-8421	LINES, CONNECTOR (QC 3V)		Factory	None	Modify
	460-7450	LIGHT, SEAT BELT LAMP		Factory	None	Modify
	491-7467	LIGHT, WARNING BEACON		Factory	None	Modify
	506-0255	WINDOWS, STANDARD		Factory	None	Modify
	536-1593	JOYSTICK 3V, STEERING JOYSTICK		Factory	None	Modify
	550-3409	FENDERS, FRONT W/REAR EXTN		Factory	None	Modify
	558-7419	CAB, DELUXE, STRG JOYSTICK		Factory	None	Modify
	558-7457	TECHNOLOGY, PAYLOAD, ASSIST		Factory	None	Modify
	558-7571	CAMERA, DEDICATED REAR VIEW		Factory	None	Modify
	563-3741	OIL CHANGE SYSTEM, HIGH SPEED		Factory	None	Modify
	566-3139	COOLING CORES, 9FPI		Factory	None	Modify
	569-8170	GUARD, POWERTRAIN		Factory	None	Modify
	590-6117	REGIONAL PKG 14A, AM-N, JSTK		Factory	None	Modify
	590-6142	FAN, STANDARD		Factory	None	Modify
	590-6152	HYDRAULICS, 3V RC STD/LOG		Factory	None	Modify
	590-6197	LIGHTS, LED PREMIUM		Factory	None	Modify
	590-6206	LINKAGE, STANDARD LIFT		Factory	None	Modify
	590-6240	SOUND SUPPRESSION, STANDARD		Factory	None	Modify
	590-6249	STANDARD PACKAGE		Factory	None	Modify
	590-6264	STEERING SYST, STD, JSTK		Factory	None	Modify
	590-6273	STARTING, COLD (120V)		Factory	None	Modify
	590-6313	AXLE OIL COOLER READY, ED		Factory	None	Modify
	590-6329	AXLES, MAN/OPEN, SGR, JSTK		Factory	None	Modify
	590-6333	COUNTERWEIGHT, AUXILIARY		Factory	None	Modify
	590-6344	QUICK COUPLER READY, STD		Factory	None	Modify
	597-9191	FILTRATION, STD, PRECLEANER		Factory	None	Modify
	617-6372	QUICK COUPLER, FUSION		Factory	None	Modify
	622-7018	TIRES, 23.5R25 BS VJT * L3		Factory	None	Modify
	626-0366	LUBRICATION, MANUAL, AUTO RDY		Factory	None	Modify
	626-1926	ANTIFREEZE, -34C (-29F)		Factory	None	Modify
	634-7287	PRODUCT LINK, CELLULAR PLE642		Factory	None	Modify
FBH366817B	108D	CLEAN EMISSIONS MODULE	TIER 4 - FINAL	Factory	None	Modify
FJ202642	3100	TC, TD, RETARDER		Factory	None	Modify
G9500530	3000	TRANSMISSION AND DRIVE LINE		Factory	None	Modify
J7A33221	1000	ENGINE		Factory	None	Modify



Report to the Board of Directors

ITEM NO. 10

Finance and Administration Manager/
Controller/Treasurer

General Manager/CAO

N/A

Authority General Counsel

Date: April 19, 2026
From: Cesar Zuñiga, General Manager/CAO
Title: 2025-26 Strategic Plan Goals and Priorities Quarterly Progress Report

RECOMMENDATION

Staff requests that the Board accept this staff report as part of the quarterly progress report on the 2025-26 strategic plan goals and priorities.

STRATEGIC PLAN RELATIONSHIP

This item tracks the progress of the Board's priorities and actions for fiscal year 2025-26.

FISCAL IMPACT

This item has no immediate fiscal impacts, but as Strategic Plan priorities are brought forward for consideration, fiscal impacts will be detailed for Board information and action.

DISCUSSION & ANALYSIS

At the December 18, 2025 meeting, the Board adopted the 2025-26 Strategic Plan Goals and Priorities which focused on a priority of Goal C. Facilities Master Planning, related to the agency's operations and long-term direction. Staff presented the proposed updates to the Strategic Plan based on the Board's previously adopted priorities and emerging conditions affecting the Authority.

This quarterly progress report provides updates or actions taken over the past 3 months to reach the priorities. The details are included in the Strategic Plan Goals and Objectives Actions and Timeline attached.

BACKGROUND

The Board held a facilitated Strategic Workshop on June 30, 2022, during which it established Board norms, revised the mission, vision, and values, and identified five new goals, listed below, along with corresponding priorities.

- A. Governance and Collaboration
- B. Financial Sustainability
- C. Facilities Master Planning
- D. Comply, Adapt, and Respond to Regulatory Changes
- E. High-Quality Community Engagement

The most recent Strategic Planning Workshop was held on August 21, 2025, facilitated by the Authority Management team. This workshop focused on one of the priorities of Goal C. Facilities Master Planning, that was added during the December 15, 2023 facilitated Strategic Workshop, to develop a summary of the five- to 10 -year outlook of knowns and unknowns that may affect the Authority's operational, financial, and regulatory

compliance status. During the 2025–26 workshop, the Board confirmed the existing five Goals and included additional objectives, based on the six categories presented by staff:

1. Growth & political change
2. Climate change, natural disasters, and health & safety
3. Regulatory changes
4. Recession, reserves & rates
5. Technological advances
6. Landfill capacity considerations

ATTACHMENT(S)

1. Strategic Plan Goals and Objectives 2025-26 – Actions and Timeline



Strategic Plan Goals and Objectives 2025-26

Actions and Timeline

Adopted 12/18/25
Resolution No. 2025-62

A. Governance and Collaboration					
Objectives	Actions	Lead	Adopted / Timeline	Status (Done, On Target, or Revised)	Comments
Improve governance and board relations		General Manager	8/18/22 Ongoing		
Provide equitable administrative support		General Manager	8/18/22 Ongoing		
Invest in training and technology		General Manager	8/18/22 Ongoing		
Identify Collaborative Opportunities to Address Growth	Maintain open communications regarding growth with agencies and support organizations	Management Team	12/18/25 Ongoing		
Develop Board Event Participation Calendar	Create Calendar for Board members to sign up for community event support	Resource Recovery Manager	12/18/25 Spring 2026	On Target	
Adopt Ethics Standards in Authority Code	Adopt Ethics Code	Clerk of the Board	12/18/25 March 2026	On Target	Ord. Introduction/First Reading 3/19/26. Second Reading and Adoption 4/16/26.



Strategic Plan Goals and Objectives 2025-26 Actions and Timeline

B. Financial Sustainability					
Objectives	Actions	Lead	Adopted / Timeline	Status (Done, On Target, or Revised)	Comments
Maintain equitable and reasonable rates		Finance Manager	8/18/22 Ongoing		
Review the JPA member jurisdictions' contributions, governance alternatives, and orientation to the revenue forecast		Finance Manager	8/18/22 Ongoing		
Continue to pre-fund liabilities and debt		Finance Manager	8/18/22 Ongoing		
	Continue Monitoring Programs to Ensure that they are Self-Funded when possible	Finance Manager	12/18/25 Ongoing		
	Continue Funding Reserves	Finance Manager	12/18/25 Ongoing		
Develop Long-Range Growth Model and Include in Agency Decisions	When applicable, include Growth discussions in all Board Reports & Strategic Plan Actions	Management Team	12/18/25 Ongoing		
	Create 20 Year Projections that account for large upcoming programs	Finance Manager	12/18/25 Fall 2026		



Strategic Plan Goals and Objectives 2025-26 Actions and Timeline

C. Facilities Master Planning					
Objectives	Actions	Lead	Adopted Timeline	Status (Done, On Target, or Revised)	Comments
Explore alternative and emerging technologies to reduce landfill dependance		Management Team	8/18/2022 Ongoing		
Emergency Coordination	Develop disaster emergency response plan	Operations Manager	12/18/25 June 2026		
	Mutual Aid Agreement	Operations Manager	12/18/25 2026		
	Collaborate with Mo. Co. Emergency Response group	Operations Manager	12/18/25 2026		
New Tech	Form standing board committee to evaluate diversion tech. & LF capacity needs. <ul style="list-style-type: none"> o Select appropriate committee title. o Appoint board members (recommend 1 EC member plus 2). 	General Manager and Asst. General Manager	12/18/25 Aug 2026	Revised	Rescheduled for August 2026 to coincide with revised RFP timeline
	Select diversion technology options to participate in RFP process. Visit and evaluate selected operating technology facilities.	General Manager and Asst. General Manager	12/18/25 July-Aug 2026 Sept – Dec 2026	Revised	A Request for Proposal (RFP) for Advanced Organics Recovery Technology was released on Feb 13 to various Anerobic Digestion & Autoclave technology vendors. The RFP due date has been extended to June 24.



Strategic Plan Goals and Objectives 2025-26 Actions and Timeline

Develop Timeline and Draft Plan for Future Landfill Capacity Needs	Develop Actions Timeline for LF Expansion or Capacity Replacement, Status Quo Usage	General Manager	12/18/25 August 2026		
	Identify Alternative Technologies to Extend Life of Johnson Canyon LF	General Manager and Asst. General Manager	12/18/25 2026-2027		
	Support Alternative Technology & Waste Reduction Legislation	General Manager	12/18/25 Ongoing		
	Develop Plan to Implement LF Expansion or Replacement to Serve Community for 100+ years	General Manager and Management Team	12/18/25 By 2029		



Strategic Plan Goals and Objectives 2025-26 Actions and Timeline

D. Comply, Adapt, and Respond to Regulatory Changes					
Objectives	Actions	Lead	Adopted / Timeline	Status (Done, On Target, or Revised)	Comments
Legislative program		General Manager	1/18/24 Ongoing		
Ensure compliance with new organics requirements and outreach		Resource Recovery Manager	8/18/22 Ongoing		
Advocate against unfunded mandates and for emerging technologies		General Manager	8/18/22 Ongoing		
CALOSHA Mandates	Continue annual trainings and stay current with changing regulations.	Operations Manager	12/18/25 Annual / Ongoing		Staff continues annual training and keeping up with regulatory changes.
Organics- SB 1383	Implement Edible Food Recovery programs in school kitchens for recovery of prepared foods.	Resource Recovery Manager	12/18/25 FY 25-26 school year	On-Target	Resource Recovery staff are in discussions with the Alisal Union School District on implementing pilot EFR programs in select schools within the District
	Expand Ed Center Garden: Permaculture Inspired Orchard.	Resource Recovery Manager	12/18/25 By end of 2026	On-Target	A preliminary design has been drafted along with estimated costs
	Procurement: Re-calculate per-capita factor for member agency's Procurement Targets (based on WCS findings).	Resource Recovery Manager	12/18/25 July 2026	On-Target	
Recycling- SB 54	Attend CalRecycle's Advisory Board meeting.	Resource Recovery Manager	12/18/25 Monthly	On-Target	Staff is attending monthly meetings.



Strategic Plan Goals and Objectives 2025-26 Actions and Timeline

	Partner with Circular Action Alliance (PRO) to access funding and resources	Resource Recovery Manager	12/18/25 December 2026	On-Target	
	Establish Regional SB 54 Task Force Incentives to promote new companies developing new products.	Resource Recovery Manager	12/18/25 January 2027	On-Target	CalRecycle is expected to finalize regulations in 2026 but initial discussions with regional partners have begun on establishing an SB 54 task force.
Landfill Methane Rules Amendment	Generate budget requirements for new staff/equipment	Engineering & Environmental Compliance Manager	12/18/25 2026/27 Budget Year		Changes are scheduled to take effect in early 2027.
	Monitor legislation that effects LFG Management	Engineering & Environmental Compliance Manager	12/18/25 Ongoing		
Per and Polyfluoroalkyl Substances	Monitor upcoming legislation that regulates PFOA/PFAS that may have financial impacts	Engineering & Environmental Compliance Manager	12/18/25 Ongoing		
	Monitor existing and emerging treatment technologies	Engineering & Environmental Compliance Manager	12/18/25 Ongoing		



Strategic Plan Goals and Objectives 2025-26 Actions and Timeline

E. High-Quality Community Engagement					
Objectives	Actions	Lead	Adopted / Timeline	Status (Done, On Target, or Revised)	Comments
Foster Relationships for outreach and education		Resource Recovery Manager	1/18/24 Ongoing		
Create metrics to ensure equitable services for all		Resource Recovery Manager	1/18/24 Ongoing	Done	Staff reports annually to the BOD on AB 939 Fee allocations based on tracked data.
Maintain a comprehensive communication and branding strategy		Resource Recovery Manager	8/18/22 Ongoing		
Continue to deliver the public education strategy		Resource Recovery Manager	8/18/22 Ongoing		
Include Board members in Social Media Posts	Share media opportunities and seek Board member participation	Resource Recovery Manager	12/18/25 Ongoing		



Report to the Board of Directors

ITEM NO. 11

Finance and Administration
Manager/Controller/Treasurer

General Manager/CEO

R. Santos by E.T.

General Legal Counsel

Date: April 16, 2026

From: Brian Kennedy, Engineering and Environmental Compliance Manger

Title: A Resolution Approving a Contract with Frank's Industrial Services, Inc. for Landfill Gas Flare Control System Upgrades at Johnson Canyon Landfill in the Amount of \$197,800

RECOMMENDATION

Staff recommends that the Board adopt the resolution approving a contract with Frank's Industrial Services, Inc. (FIS) for the design, fabrication, programming, and integration of a new landfill gas (LFG) flare control system at Johnson Canyon Landfill in the amount of \$197,800.

STRATEGIC PLAN RELATIONSHIP

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

FISCAL IMPACT

The total cost of the proposed project is \$197,800. Funding for this work will be provided through the Johnson Canyon Landfill Gas Systems Capital Project Improvements (CIP 9501) account. Sufficient funds are available within this CIP to cover the cost of the project.

DISCUSSION & ANALYSIS

Staff is proposing to upgrade the existing landfill gas (LFG) flare control system at Johnson Canyon Landfill to improve system reliability, operational control, and regulatory compliance. The project includes replacement of the existing obsolete control panel installed in 1998 and integration of three flares, blower systems, and associated instrumentation into a unified PLC-based control system.

Frank's Industrial Services, Inc. (FIS) has performed much of the existing control system programming and integration work at the site and possesses extensive knowledge of the current system architecture, including PLC programming, SCADA configuration, field instrumentation, and control logic.

The proposed project requires modification and expansion of the existing control system rather than installation of a new standalone system. Utilizing a different contractor would require reverse engineering of the existing programming and system configuration, resulting in increased project costs, schedule delays, and risk of system incompatibility.

FIS specializes in landfill gas control systems and has demonstrated experience with flare and blower control integration. Their familiarity with the Johnson Canyon system allows for efficient implementation and minimizes the risk of operational disruptions or regulatory compliance issues.

Based on these factors, staff determined that FIS is uniquely qualified to perform this work and that a sole source procurement is justified.

BACKGROUND

Johnson Canyon Landfill operates an active landfill gas collection and control system that includes multiple flares and blower systems designed to manage and treat landfill gas in compliance with regulatory requirements.

The existing control system includes legacy components that are no longer supported and require replacement to ensure continued reliable operation. In addition, recent operational and regulatory considerations have identified the need for improved control, monitoring, and integration of the landfill gas system.

Upgrading the control system will enhance system performance, improve data collection and monitoring capabilities, and support ongoing compliance with applicable air quality regulations.

ATTACHMENT(S)

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

RESOLUTION NO. 2026 -

A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY APPROVING A CONTRACT WITH FRANK'S INDUSTRIAL SERVICES, INC. FOR LANDFILL GAS FLARE CONTROL SYSTEM UPGRADES AT JOHNSON CANYON LANDFILL IN THE AMOUNT OF \$197,800

WHEREAS, the existing flare control system includes obsolete components that require replacement and upgrade to ensure continued reliability and performance; and

WHEREAS, Frank's Industrial Services, Inc. has performed the majority of the existing control system programming and possesses unique knowledge of the system architecture, programming, and integration; and

WHEREAS, the proposed project requires modification and expansion of the existing control system, and the use of another contractor would result in increased costs, delays, and risk of system incompatibility; and

WHEREAS, staff has determined that Frank's Industrial Services, Inc., is uniquely qualified to perform this work and that a sole source procurement is in the best interest of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the General Manager/CAO is hereby authorized and directed, for and on behalf of the Salinas Valley Solid Waste Authority, to execute an agreement with Frank's Industrial Services, Inc. for landfill gas flare control system upgrades at Johnson Canyon Landfill in the amount of \$197,800, as attached hereto and marked "Attachment A."

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at a regular meeting duly held on the 16th day of April 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



**AGREEMENT FOR SERVICES
BETWEEN THE SALINAS VALLEY SOLID WASTE AUTHORITY AND
FRANKS INDUSTRIAL SERVICES, INC**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 16 day of April, 2026 (“Effective Date”) by and between the Salinas Valley Solid Waste Authority, a California Joint Powers Authority (“Authority”) and Franks Industrial Services, Inc., (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

(b) **Prevailing Wages.** Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the

prevailing rate of per diem wages are on file at Authority Offices at 126 Sun Street, Salinas, CA 93901 and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

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

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

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

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

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

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

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

Contractor's Authorized Initials _____

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

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

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

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

2. COMPENSATION

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

hereto as Exhibit “C” and incorporated herein by this reference, the contract amount of One Hundred Ninety Seven Thousand, Eight Hundred Dollars (\$197,800) (“Contract Sum”).

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

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

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

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

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

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

2.4 Contingency of Funds.

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

3. PERFORMANCE SCHEDULE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Authority

for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than December 31, 2026, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional zero (0) year(s) at the option of the Authority if the Authority is satisfied with the quality of services performed by Consultant under this Agreement.

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

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

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

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

5.2 General Insurance Requirements.

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

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

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be

required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

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

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

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

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

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

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

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

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

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or

entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of Authority’s sole negligence or willful acts or omissions. Notwithstanding the above, a design professional’s indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue any legal action under this Agreement.

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

7.4 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the Authority the sum of Zero (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The Authority may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there

shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Authority General Manager and to the attention of the Project Manager (with her/his name and Authority title), Salinas Valley Solid Waste Authority, 126 Sun Street, Salinas, California 93901 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be

granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

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

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

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

Consultant's Authorized Initials _____

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

[SIGNATURES ON FOLLOWING PAGE]

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

AUTHORITY:

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

Cesar Zuñiga, General Manager/CAO

ATTEST:

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

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, General Counsel

CONSULTANT:

FRANKS INDUSTRIAL SERVICES, 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 executed 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"

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1.**
- II. All work product is subject to review and acceptance by the Authority, and must be revised by the Consultant without additional charge to the Authority until found satisfactory and accepted by Authority.**

EXHIBIT “A-1”

3. SCOPE OF WORK

3.1 Control System Design & Fabrication

- Design and fabricate a new PLC-based control panel in a **NEMA 4 enclosure** with integrated air conditioning.
 - PLC platform: **Allen-Bradley CompactLogix**
 - Provide three (3) Honeywell burner controller bases:
 - Reuse existing controllers and UV scanners for Flares 1 and 2
 - Provide new controller and UV scanner for Flare 3
 - Provide and configure a **Yokogawa Ethernet/IP chart recorder** (up to 50 channels)
-

3.2 Human Machine Interface (HMI)

- Provide **C-More 12” color touchscreen HMI**
 - Install protective **Shade-Aide enclosure**
 - Configure data logging to:
 - Thumb drive
 - SD card (backup to chart recorder and SCADA system)
-

3.3 System Integration & Controls

- Integrate control of:
 - Three (3) flares
 - Existing valves, flow meters, thermocouples, louvers, and ignition systems
 - Two (2) LFG blowers (one existing, one new)
 - Provide operator-selectable modes:
 - Flow control or vacuum control
 - Automatic/manual temperature control (thermocouple selection)
-

3.4 Blower VFD System

- Design and fabricate **60 HP VFD enclosure (NEMA 4)** with 480V A/C unit for Blower #2 (blower by others)
 - Provide:
 - Power conduit and wiring from existing 100A, 480V, 3-phase circuit
 - Power connection to new blower motor
 - Control wiring to PLC panel
-

3.5 Electrical & Instrumentation

- Install new 120V AC circuits (2) from existing lighting panel to control panel
- Provide and install:
 - **Fox Thermal FT4X insertion mass flow meter** for Flare 3

- Requires 16.5 ft straight pipe and 1” NPT port (by others unless noted)
 - Install conduit and wiring:
 - From Flares 1 and 3 to new control panel
 - For all associated field devices
-

3.6 Communications & SCADA Integration

- Relocate Ameresco equipment (fiber optic, ethernet switch, Flex I/O) into new enclosure
 - Integrate:
 - Total LFG flow rate (SCFM)
 - LFG inlet pressure
 - Reconfigure SCADA system:
 - Tags
 - Historian
 - Screens
 - Alarms
 - Add integration for:
 - Flare 3
 - Blower 2
-

3.7 Existing System Modifications

- Reroute existing conduits and wiring from Flare 2 to new control panel
 - Repull wiring where necessary
-

3.8 Documentation, Startup & Training

- Provide control panel drawings in:
 - PDF format
 - CAD format
 - Perform:
 - System startup and commissioning
 - Operator training
-

4. EXCLUSIONS / ASSUMPTIONS

- Straight pipe section and process modifications for flow meter installation by others unless noted
- Blower #2 equipment provided by others
- Civil, structural, and concrete work not included
- Permitting, fees, and agency coordination not included

EXHIBIT "B"

SPECIAL REQUIREMENTS

Not Applicable

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit “C-1”.**
- II. The Authority will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2.**
- III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "C-1"

5. PROJECT COST

Lump Sum Price:

\$197,800.00

This is a firm, fixed price for the scope of work described above.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products by December 31, 2026.**



Report to the Board of Directors

ITEM NO. 12

Finance and Administration Manager,
Controller/Treasurer

General Manager/CAO

R. Santos by E.T.

General Legal Counsel

Date: April 16, 2026

From: Cesar Zuñiga, General Manager/CAO

Title: Second Reading, by title only, of Ordinance No. 13 Amending the Authority Code Section 1.01.050(a) Entitled, "Definitions", Establishing Article 2.09 Entitled "Code of Conduct", Section 2.09.010 thru 2.09.090, Amending Section 2.03.150 Entitled "Clerk of the Board", Amending Section 3.01.030(a) Entitled "Authority of the Chief Administrative Officer", Amending Section 3.01.100 Entitled "Recycled Materials" and Amending Section 3.01.130(a) Entitled "Exception to Competitive Bidding Requirement"

RECOMMENDATION

Staff recommends that the Board convene the Public Hearing, conduct the second Reading of Ordinance No. 13, by title only, with the President's reading constituting that reading, and Adopt Ordinance No. 13.

STRATEGIC PLAN RELATIONSHIP

This item achieves one of the Board's goals from the 2025 Strategic Planning workshop: "Governance and Collaboration".

FISCAL IMPACT

There is no fiscal impact with the approval of this item other than some reduction in administrative burden related to purchasing processes.

DISCUSSION & ANALYSIS

Changes to the Code are needed to comply with the Board's request from their August 21, 2025, Strategic Planning Session to adopt an Ethics Code. Staff also completed a review of the Code and recommends targeted revisions to ensure alignment with the progression of a standalone agency and to rectify sections of the Code that have been identified as deficient. The proposed amendments affect the following seven sections of the Authority Code, which included additional or altered language:

1. Section 1.01.050(a) entitled Definitions, removes "City of Salinas self-haul generator" shall be charged the reduced city of Salinas tipping fee, so long as a reduced tipping fee for city of Salinas residents is established by the authority", the section defined the differential rates established at the Authority's facilities at the time of its creation in 1997. Section 15 of the Joint Powers Agreement (JPA) between all

member agencies discusses equalized rates for all members within the boundaries of the JPA.

2. Section 2.03.150 entitled Clerk of the Board, defines the appointment of the clerk of the board.
3. Chapter 2 entitled Authority Offices and General Regulations adds "Article 2.09 Code of Ethics, Sections 2.09.010 thru 2.09.090" establishing the principles, values and standards of conduct expected of the Board members.
4. Section 3.01.030(a) entitled Authority of the Chief Administrative Officer, allows the CAO to take time-sensitive action when the Board cannot meet, provided the action follows the budget and laws, and is later reported and ratified by the Board.
5. Section 3.01.100 entitled Recycled Materials, updating to comply with SB 1383 regulations.
6. Section 3.01.130(a) entitled Exception to Competitive Bidding Requirement, allows purchases without bidding when they involve cost-saving for used or new equipment, utilities or specialized technology requiring compatibility, specialized supplies, or situations where no bids are received.

In accordance with Authority Code Section 2.02.040 (c), the Authority's Counsel has prepared the attached draft summary (Attachment 2) of the Ordinance which will be published in The Salinas Californian and the South County Newspapers.

BACKGROUND

The Board of Directors held its Annual Strategic Planning workshop on August 21, 2025, in which staff was directed to develop an Ethics Code to be added to the Authority Code. Staff used this opportunity to review the entire Code and propose revisions to update sections identified as outdated.

ATTACHMENT(S)

1. Ordinance No. 13 to Adopt Amendments to Authority Code
2. Draft Notice of Adoption Summary / Newspaper Notice

ORDINANCE NO. 13

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
AMENDING SECTION 1.01.050 (a) ENTITLED, DEFINITIONS,
AMENDING SECTION 2.03.150 ENTITLED CLERK OF THE BOARD,
ADDING ARTICLE 2.09 ENTITLED CODE OF CONDUCT, SECTIONS 2.09.010 THRU
2.09.090,
AMENDING SECTION 3.01.030 (a) ENTITLED AUTHORITY OF THE CHIEF
ADMINISTRATIVE OFFICER,
AMENDING SECTION 3.01.100 ENTITLED RECYCLED MATERIALS, AND
AMENDING SECTION 3.01.130 (a) ENTITLED EXCEPTION TO COMPETITIVE
BIDDING REQUIREMENT
OF THE SALINAS VALLEY SOLID WASTE AUTHORITY CODE**

WHEREAS, the Board of Directors held its Annual Strategic Planning workshop on August 21, 2025, in which staff was directed to develop an Ethics Code to be added to the Authority Code; and,

WHEREAS, staff took this opportunity to conduct a comprehensive review of the Code to ensure alignment with the progression of a standalone agency and to rectify sections of the Code that have been identified as deficient; and,

WHEREAS, staff identified six additional sections of the Authority Code, apart from the additional of the Ethics Code Article, that required revisions.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY DOES HEREBY ORDAIN that the following additions or amendments be enacted to the Salinas Valley Solid Waste Authority Code:

Authority Code sections are hereby amended as follows, with deletions represented by strikethrough and additions reflected by bold-underline type:

Revision 1. SECTION 1.01.050 (a) entitled DEFINITION; "City of Salinas Self-Haul Generator" means a resident of the City of Salinas who delivers waste generated within the City of Salinas to Authority solid waste facilities or a business located within the City of Salinas that delivers waste generated within the boundaries of the Authority to Authority solid waste facilities. This definition of a "City of Salinas Self-Haul Generator" does not apply to businesses engaged in hauling waste generated by third parties. ~~A "City of Salinas Self-Haul Generator" shall be charged the reduced City of Salinas tipping fee, so long as a reduced tipping fee for City of Salinas residents is established by the Authority.~~ A resident of the City of Salinas who delivers waste generated outside of the City of Salinas or a business located in the City of Salinas that delivers waste that it generates outside of the Authority boundaries to Authority solid waste facilities shall be charged the standard Authority tipping fee."

Revision 2. SECTION 2.03.150 entitled CLERK OF THE BOARD; The Chief Administrative Officer shall **have the authority to designate a staff person to serve as the Clerk of the Board to** perform all duties associated with the legal function of the Clerk ~~to~~ **of** the Board position as provided in the JPA. ~~The Chief Administrative Officer may designate a clerk. However, the~~ **The** Chief Administrative Officer shall retain **oversee** all responsibility for the duties of the clerk **clerk's** position.

Revision 3. **ARTICLE 2.09 CODE OF ETHICS**

2.09.010 SHORT TITLE

This chapter shall be known and may be cited as the "Salinas Valley Solid Waste Authority Code of Ethics or Authority Code of Ethics."

2.09.010 DEFINITIONS

For purposes of this chapter, the following definition applies:

"Authority Board" or "Board" or "Board of Directors" means the governing body of the Authority as established pursuant to the Joint Powers Agreement.

"Board Employee" means and includes the Authority Counsel, Chief Administrative Officer, and Controller/Treasurer.

2.09.020 PUBLIC TRUST

(a) The Board and Board employees shall treat their office or position as a public trust.

(b) The Authority's powers and resources shall be used for the benefit of the public rather than any Board or Authority employee's personal benefit.

2.09.030 ACCOUNTABILITY

All adopted or approved Authority policies and procedures will be available upon request. The Authority website will provide clear instructions on how to request the documents.

2.09.030 NEPOTISM POLICY

The Board and Board Employees shall comply with the Authority nepotism policy adopted or approved by Board resolution.

2.09.040 WHISTLEBLOWER PROTECTION POLICY

The Board and Board employees shall comply with the Authority whistleblower protection policy adopted or approved by Board resolution.

2.09.050 MANDATORY ETHICS TRAINING

(a) The Clerk of the Board shall request the certification of the ethics training, as required by California Assembly Bill 1234 ("AB1234"), of all its member agency newly appointed Board Members within thirty (30) days of their appointment. Updated certifications shall be obtained at least once every two (2) years thereafter.

(b) The Clerk of the Board shall ensure that all Board Employees complete the ethics training, as required by California Assembly Bill 1234 ("AB1234").

within thirty (30) days of their appointment and at least every two (2) years thereafter.

(c) The Clerk of the Board shall regularly publish to the Authority's website the status of AB1234 ethics training for all Board Members and Board Employees.

2.09.060 MANDATORY SEXUAL HARASSMENT TRAINING

(a) The Human Resources Supervisor shall ensure that all Board Employees complete the sexual harassment training, as required by California Assembly Bills 1825 and 1661, within thirty (30) days of becoming a Board employee. Re-training shall be conducted at least once every two (2) years thereafter.

(b) The Clerk of the Board shall request certification of the sexual harassment training, as required by California Assembly Bill 1825 and 1661, of all its member agency newly appointed Board Members within thirty (30) days of their appointment. Updated certifications shall be obtained at least once every two (2) years thereafter.

(c) The Clerk of the Board shall regularly publish to the Authority's website the status of sexual harassment training for all Board Members and Board Employees.

2.09.070 POLITICAL REFORM ACT AND REGULATIONS

(a) All Board Members and Board Employees shall follow the Political Reform Act and Fair Political Practices Commission regulations issued thereunder, as applicable.

(b) Board Members shall not solicit personal funds from Authority employees for their campaigns or committees.

(c) The Clerk of the Board shall publish to the Authority's website all filings of the Board Members and Board Employees required by the Political Reform Act and Fair Political Practices Commission.

2.09.080 ANNUAL REVIEW OF THE CODE OF ETHICS

Each January, the Clerk of the Board shall report to the Board of Directors on the operation of this chapter and make appropriate recommendations for the amendment of this chapter. Nothing in this section precludes additional reviews and reports on this chapter throughout the year.

2.09.090 VIOLATIONS

Except for knowing and willful violations of this chapter, the violation of any provision of this chapter is not a misdemeanor nor infraction. Violations may be reported to the Board of Directors for investigation and appropriate referral and/or action.

Revision 4. SECTION 3.01.030 (a) entitled AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER;

(12) Authority to approve purchases, contracts, or other actions normally requiring Board approval if a scheduled Board meeting is canceled, postponed, or if the Board is in recess, when waiting until the next Board meeting would result in: (a) the item, service, or contract no longer being available, or (b) a material increase in cost. Such actions must be consistent with the budget, purchasing rules, and applicable law. The CAO may take immediate action under these circumstances and shall ratify the action at the next Board meeting, providing full documentation to the Board.

Revision 5. SECTION 3.01.100 entitled RECYCLED **CONTENT** MATERIALS; ~~COPYING~~
The Authority encourages the use of recycled **content plastic and** paper **products** and materials in response to all bids for services and supplies to the Authority. Wherever possible, preference will be given to those vendors, suppliers, and consultants providing supplies and services to the Authority who utilize recycled **content** materials, including recycled **content** paper products. **At a minimum, all paper products shall:**

- 1. Contain postconsumer recycled content, and**
- 2. Be recyclable (if applicable)**

Additional requirements:

- **Printing, copying, and writing paper shall consist of at least 30 percent postconsumer recycled content.**
- **Bathroom paper products (including toilet paper) shall consist of at least 30 percent postconsumer recycled content.**
- **Paper towels or general-purpose paper wipes shall consist of at least 40 percent postconsumer recycled content.**
- **Food service ware, including, but not limited to, napkins, plates, bowls, food trays, takeout boxes, placemats, etc. shall consist of at least 40 percent postconsumer recycled content.**

If available, products must be recyclable as defined by FTC “Green Guides” (16 CFR 260.12) and vendors should certify postconsumer content and recyclability claims

In addition, documents submitted for Authority use shall be presented with ~~front to back~~ **double-sided** copying in order to minimize the amount of file space necessary for the maintenance of such documents, as well as to reduce the amount of paper required in the provision of governmental services.

Revision 6. SECTION 3.01.130 (a) entitled EXCEPTIONS TO COMPETITIVE BIDDING REQUIREMENT; Notwithstanding any provision of this Article to the contrary, the competitive bidding and informal bidding procedures and requirements as described in the Article may be dispensed within any of the following instances:

- (1) When the estimated amount involved is less than \$5,000.00.
- (2) When the commodity can be obtained from only one vendor.

- (3) When the Board finds that the commodity is unique and not subject to competitive bidding.
- (4) The Board may authorize the purchase of materials, supplies, equipment, and services where an emergency is deemed to exist and it is determined that service involving the public health, safety, or welfare would be interrupted if the normal procedure were followed.
- (5) Any agreement involving acquisition of supplies, equipment, or service entered into with another governmental entity.
- (6) Any purchase of used or new equipment that will result in substantial cost savings and other substantial benefits.**
- (7) Any Utilities, Software, Technology, IT Systems, and Specialized technology requiring compatibility.**
- (8) Any Specialized supplies or materials specific to operational needs.**
- (9) If No bids received.**

* * *

A summary of this ordinance shall be published once within 15 days after adoption. This ordinance was first introduced at a regular meeting duly held on the 19th day of March 2026, and was finally passed and adopted at a regular meeting duly held on the 16th day of April 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Elizabeth Silva, Board President

ATTEST:

APPROVED AS TO FORM:

Erika J. Trujillo, Clerk of the Board

Roy C. Santos, Authority General Counsel

Attachment No. 2

NOTICE OF ADOPTION

The Salinas Valley Solid Waste Authority (SVSWA) Board of Directors has adopted Ordinance No. 13 which amends the Salinas Valley Solid Waste Authority Code:

SECTION 1.01.050(a) entitled **DEFINITIONS**, removes “city of Salinas self-haul generator” shall be charged the reduced city of Salinas tipping fee, so long as a reduced tipping fee for city of Salinas residents is established by the authority”, the section defined the differential rates established at the Authority’s facilities at the time of its creation in 1997. Section 15 of the Joint Powers Agreement (JPA) between all member agencies discusses equalized rates for all members within the boundaries of the JPA.

CHAPTER 2 entitled **AUTHORITY OFFICES AND GENERAL REGULATIONS**, adds “**ARTICLE 2.09 CODE OF ETHICS**” establishing the principles, values and standards of conduct expected of the Board member.

SECTION 2.03.150 entitled **CLERK OF THE BOARD**, defines the appointment of the clerk of the board.

SECTION 3.01.030(a) entitled **AUTHORITY OF THE CHIEF ADMINISTRATIVE OFFICER**, allows the CAO to take time-sensitive action when the board cannot meet, provided the action follows the budget and laws, and is later reported and ratified by the Board.

SECTION 3.01.100 entitled **RECYCLED MATERIALS**, updating to comply with SB 1383 regulations.

SECTION 3.01.130(a) entitled **EXCEPTION TO COMPETITIVE BIDDING REQUIREMENT**, allows purchases without bidding when they involve cost-saving for used or new equipment, utilities or specialized technology requiring compatibility, specialized supplies, or situations where no bids are received.

This Ordinance shall be in full force and effect 30 days after adoption by the Board of Directors.

This Ordinance was first introduced by the Board of Directors of SVSWA at a regular meeting duly held on March 19, 2026 and adopted on April 16, 2026, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:



Report to the Board of Directors

Date: April 19, 2026
From: Mandy Brooks, Resource Recovery Manager & Circular Services
Title: SVSWA Composting Program Update

ITEM NO. 13

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



SVSWA Composting Program Update

*Prepared for Salinas Valley Solid Waste Authority April Board Meeting
April 16th, 2026*

Published 4/9/26

1

Who we are

Atlas Organics operates the Johnson Canyon Landfill composting facility through a public-private partnership (PPP) with SVSWA

- Atlas Organics is a leading operator of composting facilities in the United States, operating eight facilities in four states and recycling ~450K tons of organic waste per year
- Atlas was acquired by Circular Services in November 2025
- Circular Services is the largest privately held recycling and circular economy services provider in the United States, focusing on keeping valuable materials in circulation and out of landfills



2

1

Partnership with SVSWA

Atlas PPP with SVSWA delivers long-term infrastructure value, as well as SBI383 compliance

- The facility recycles approximately 50K tons-per-year of organic waste feedstocks
- Organic waste is received from SVSWA's six member agencies
- Feedstocks include comingled curbside organics, clean green waste, and depackaged food waste slurry, and clean C&D wood waste
- Finished are sold to agricultural, municipal, landscape supply, and residential customers
- Atlas redeveloped the facility's EASP pad and constructed a curbside organics pre-processing sort-line



3

Facility Improvements – Phase 1

Atlas completed significant improvements to the site's aerated static pile composting system, replacing the aeration trenches with a full concrete pad.

Before



After



4

Facility Improvements – Phase 2

Atlas constructed a pre-processing sort line to remove contaminants and prepare curbside organics for composting

- Equipment is transferred to SVSWA at the end of Atlas' contract, with an original value of \$2.9M
- Construction included a significant concrete pad area, food waste mixing pad, irrigation and plumbing, and other infrastructure improvements
- Construction cost totaled \$3.0M, bringing the total to \$5.9M including equipment
 - SVSWA contributed \$2.5M of total project cost



With the completion of phase 2, the Johnson Canyon facility is now a state-of-the-art composting facility leading the way in California for SB1383 compliance



Contamination

Comingled organics loads often come into the facility with high levels of contamination, requiring significant pre-processing steps before composting can begin



Procurement Program

Partnership enables compliance with SB1383 procurement requirements:

- SB 1383 requires procurement of recovered organic waste products based on jurisdiction population
- Atlas' innovative end user agreement allows compost and mulch products to be applied to agricultural land in the Salinas Valley, and for SVSWA to apply these volumes toward their procurement requirement
- This agreement allows these materials to stay in local circulation, increasing the circularity of the program overall
- In 2025, the procurement target was 19,894 tons of compost
 - 3,558 tons of finished compost
 - 16,336 tons of mulch



Resident Procurement Discount

- Residents are entitled to a discount on the price of finished compost and mulch products if they allow SVSWA to claim those volumes toward the procurement targets
- Flyers in English and Spanish have been posted at the Johnson Canyon facility notifying residents of the discount

COMPOST DISCOUNT

State Law (SB 1383) requires cities to purchase compost or mulch.

Our Cities can't use all of the material, so we partner with Circular Services to sell material at a reduced rate to meet the requirements.



Help your local Cities

Your purchase will help your local Jurisdiction! Salinas, Gonzales, Soledad, Greenfield, King City, or County. You pick your jurisdiction or share the love and credit them all.



Receive a discount

Discounted Rate: Compost: \$25/cy or Mulch: \$21/cy
Non-composted materials (i.e. wood chips or soil mixes) are not eligible.



Required Info

Fill out a short form with your name, contact information, and the anticipated location where the material will be used. Your information will not be used for any other purposes.



Use your compost or mulch!

Enjoy the benefits of compost or mulch in your garden or yard and come again!

Flyer posted at facility notifying residents of discount available



Compost Use

Atlas has partnered with a local trucking company to spread finished compost on agricultural land in the Salinas Valley

- Atlas cultivates relationships with local farmers and sells finished compost
- OB Trucking purchased a spreader and completes the delivery and spreading of the finished product



This partnership supports local jobs and closes the loop on organic waste, transforming it into valuable compost that supports the region's agricultural economy



Biobags & Compostables

Why "Compostable" Products Aren't Accepted:

- 1. They don't break down fast enough**
 - Most compost facilities can't process compostables within a normal residence time
- 2. Compostables look like regular plastic**
 - This causes confusion and leads to contamination
- 3. Compostables don't always fully break down**
 - Even certified compostables can leave behind small pieces.
- 4. Compostables decrease compost quality**
 - Leftover fragments make the final compost less marketable
- 5. Testing doesn't match reality**
 - Certification tests don't clearly distinguish compostable plastics from thin film plastics in everyday conditions



ACP Compost Workshop & Demo Day

Atlas & SVSWA hosted the California State Chapter of USCC for a compost workshop & demo day at the Johnson Canyon facility in June 2025 with over 100 attendees



www.CircularServices.com

MATERIALS MANAGEMENT
FOR A CIRCULAR ECONOMY



Report to the Board of Directors

Date: April 19, 2026
From: Cesar Zuñiga, General Manager/CAO
Title: Board Strategic Planning Discussion

ITEM NO. 14

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



Board Strategic Planning Discussion

Board of Directors Meeting

Cesar Zuñiga
General Manager-CAO

April 16, 2026

Published 4/9/26

Strategic Planning Process

Timing

- Last facilitated meeting December 2023
- Fall 2026 Between end of August – early November.
- Day of the week – Wednesday – Friday
- Length of meeting - 4 hrs. +/- morning, afternoon, evening? Not tied to a Board Meeting
- Location – City of Gonzales Chambers / Ed Center?



Strategic Planning Process

- Goals – Objectives
 - Current goals approved August 2022
 - Retain existing goals / add new goals?
 - Prepare semi-annual / annual objectives
- Facilitator Selection
 - RFP – Staff will release following board mtg.
 - Qualities and Qualifications
 - Executive Committee to Interview Finalist

3

Current Strategic Plan Goals

- A. Governance and Collaboration
- B. Financial Sustainability
- C. Facilities Master Planning
- D. Comply, Adapt, and Respond to Regulatory Changes
- E. High-Quality Community Engagement



4



Contact

Salinas Valley Recycles

126 Sun St.

Salinas, CA, 93901

(831) 775-3000

SalinasValleyRecycles.org

SVR Agenda Item - View Ahead 2026

	May	June	Jul	Aug	Sep	Oct
A					Employee of the Year Recognition	
1	Minutes	Minutes	MEETINGS RECESS	Minutes	Minutes	Minutes
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		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report
4	1st Qtr. Tonnage & Diversion Report	Strategic Planning Update		June 30 Cash & Investments Report (EC)	New FY Grants & CIP Budget (EC)	September 30 Cash & Investments Report (EC)
5	SCS Field Services Amendment No. 1	Landfill Methane Regulations Revision (LMR) Update		Member Agencies Activities Report	2025-26 Annual Report	2027 BD/EC Meetings Schedule
6	Recycling Recognition			2nd Qtr. Tonnage & Diversion Report	Operations and Environmental Compliance Update	Annual County Used Oil Report
7	Youth Council Presentation			CIP 9527 Budget Adjustment (EC)		Audit Report Previous FY (EC)
8	SB 1383 Organics Procurement Update			RFP Advanced Organics Recovery Update		Youth Council Introductions
9						
10						
11						

Consent
Presentation
Consideration
Closed Session

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