



# AGENDA Regular Meeting

## BOARD OF DIRECTORS Thursday, May 21, 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. : 818 1498 3785 | Passcode: 847069

### 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 April 16, 2026 Meeting.](#)
2. [March 2026 Claims and Financial Report.](#)
3. [Receive the Member and Interagency Activities Report for April 2026.](#)
4. [Receive the Tonnage and Diversion Report for the Quarter Ended March 31, 2026.](#)
5. [Consideration of A Resolution Ratifying the Sale of 139 Sun Street, Salinas, CA, \(APNs 003-051-086 & 003-051-087\) Property, and the Purchase Sales Agreement with Monterey-Salinas Transit District, in the Amount of \\$5,975,000.](#)

6. [Consideration of A Resolution Approving Amendment No. 1 Authorizing a Two-Year Extension to the Professional Service Agreement with HOPE Services Inc. for Materials Processing and Litter Abatement at the Johnson Canyon Landfill.](#)

**PRESENTATION**

7. [RECYCLING RECOGNITIONS](#)

- A. Receive Report from Guille Gutierrez, Resource Recovery Technician
- B. Board Questions
- C. Public Comment
- D. Board Discussion and Action | Recommended Action - *None; Informational Only*

8. [YOUTH COUNCIL YEAR END SUMMARY 2025-26](#)

- A. Receive Report from Sara Papineau-Brandt, Resource Recovery Technician
- B. Board Questions
- C. Public Comment
- D. Board Discussion and Action | Recommended Action - *None; Informational Only*

9. [Senate Bill 1383 – Organics Procurement Update 2025](#)

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

**CONSIDERATION**

10. [CONSIDERATION OF A RESOLUTION APPROVING A TELECONFERENCING POLICY, A MEETING DISRUPTION POLICY, AND PROCEDURES FOR REQUESTING REASONABLE ACCOMMODATIONS UNDER THE AMERICANS WITH DISABILITIES ACT AT PUBLIC MEETING](#)

- A. Receive Report from Cesar Zuñiga, General Manager/CAO
- B. Board Questions
- C. Public Comment
- D. Board Discussion and Action | Recommended Action – *Adopt the Resolution*

**FUTURE AGENDA ITEMS**

11. [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/81814983785?pwd=BGSwaVsR7tASTKEQLbLAYTZQ71fT6d.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: 818 1498 3785 #    Passcode: 847069    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](mailto:comment@svswa.org) by 9 a.m. on Thursday, May 21, 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, May 14, 2026**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on **Thursday, June 18, 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](http://www.salinasvalleyrecycles.org). In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Erika J. Trujillo, Clerk of the Board at 831-775-3000. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II). Spanish interpretation will be provided at the meeting. *Se proporcionará interpretación a español.*

**MINUTES OF  
THE SALINAS VALLEY SOLID WASTE AUTHORITY  
BOARD MEETING  
APRIL 16, 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	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
City of Salinas	Jose Luis Barajas

**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
Roy C. Santos, General Legal Counsel
Rosie Ramirez, Administrative Assistant
Erika J. Trujillo, Clerk of the Board

**MEETING ANNOUNCEMENTS**

(6:02) Clerk of the Board Trujillo announced the availability of translation services via Zoom and in person. No members of the public requested the service.

**APPROVAL OF AGENDA (6:01)**

**Board Discussion:** None

**Public Comment:** None

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

**Votes:** Motion carried 7,0

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

**Noes:** None

**Abstain:** None

**Absent:** Barajas, Lopez

**GENERAL MANAGER/CAO COMMENTS**

(6:02) General Manager/CAO Zuñiga commented on the following:

- The sale of the Sun Street property, noting an agreement has been reached between Monterey-Salinas Transit and the Authority, and the property has entered escrow.
- The five-year renewal of the lease agreement with The GEO Group, Inc for the 128 Sun Street office in Salinas.
- A Zoom meeting with Rob Shaw, CEO of 3CE, regarding current projects and potential future partnership opportunities.
- His and the Finance Manager's participation in Career Day at San Vicente Elementary school.
- A recap video of the Trashion Show, which was presented to the Board.

**DEPARTMENT MANAGER COMMENTS**

(6:05) Asst. General Manager/Resource Recovery Manager Brooks wished everyone a happy Earth Day and Month, offered Authority reusable bags to anyone interested, and announced an upcoming composting workshop.

Finance and Administration Manager Hendricks reported that the Authority's Experience Modification Factor for Workers' Compensation Insurance decreased from 147% to 129% for next fiscal year, reflecting positive progress.

Engineering and Compliance Manager Kennedy reported that the Module VIII Construction Project is underway, with excavation approximately three weeks in progress.

Operations Manager Camacho reported on the March 21 landfill fire at the Johnson Canyon Landfill and explained the extent of the damage and staff's decision to purchase a monitoring system to reduce the impact of future fires.

**GENERAL LEGAL COUNSEL COMMENTS**

(6:07) None

**BOARD DIRECTOR COMMENTS**

(6:08) Director Garcia reported on the ongoing concerns in the City of Greenfield related to electric bikes, scooters, and off leash dogs. She commented on the success of the April 11 community cleanup event.

Director Donohue commented on the safe routes program from the Transportation Agency for Monterey County (TAMC). He acknowledged Republic Services rollout of new, clearly labeled garbage carts for Salinas residents. However, he expressed concern about the implementation of fines after a single warning for improper sorting, stating that additional time and public outreach are needed before penalizing customers.

Director Bañuelos commented on the launch of "El Mercadito," a partnership between the City of Soledad Economic Development and the Monterey County Business Council. She also noted that the Soledad Education Foundation is hosting the annual carnival at the Frank Ledesma School. Additionally, she highlighted the upcoming community events, including "Touching Tractors and Trucks" event taking place on April 25 and a Career Day at Gabilan Elementary School on May 22, and the weekly Farmers Market.

Director Cullen thanked the Authority and Waste Management for their support at the King City cleanup event.

Alternate Vice President De La Rosa commented on local soccer fields, the Friday night farmers market, and the kickoff of the Relay for Life event.

President Silva noted the California Coastal Commission meeting in Gonzales, emphasized the need for more education on e-bike and scooter use, and highlighted the upcoming Salinas Valley Fair in May in King City.

**PUBLIC COMMENT**

(6:23) None

**CONSENT AGENDA (6:24)**

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. Resolution 2026-14 Establishing the Investment Policy.
6. Resolution 2026-15 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. Resolution 2026-16 Approving an Adjustment to the Capital Improvement Budget for Fiscal Year 2025-26.
8. Resolution 2026-17 Awarding the Purchase of One Used 2022 Caterpillar 938M Loader to Quinn Company for an Amount of \$341,406.25.
9. Resolution 2026-18 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. Resolution 2026-19 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 Comment:** None

**Board Discussion:** None

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

**Votes:** Motion carried 7,0

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

Noes: None

Abstain: None

Absent: Barajas, Lopez

**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**

(6:25) 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 reviewed the additional recommended targeted revisions by staff 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 6:32 p.m. No public comment was received. The Public Hearing was closed at 6:33 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 7,0

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

**PRESENTATION**

**13. SALINAS VALLEY SOLID WAST AUTHORITY COMPOSTING PROGRAM UPDATE**

(6:33) Resource Recovery Manager Brooks introduced representatives from Circular Services, which acquired Atlas Organics in 2025 and operates the composting program at the Johnson Canyon Landfill. The Board received an update on the facility that has been operating since July 2022 and is currently processing approximately 50,000 tons of organic waste annually from the Authority’s six member agencies. The recent site infrastructure upgrades supporting compliance with SB 1383 were detailed.

**Public Comment:** None

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

**Motion:** None; Informational Only

**CONSIDERATION**

**14. BOARD STRATEGIC PLANNING DISCUSSION**

(6:59) General Manager/CAO Zuñiga discussed the recommendation by the Executive Committee for the release of a Request for Proposals for a facilitator to conduct a fall workshop to evaluate and refine the goals and objectives created and expanded between 2022 and 2025.

**Public Comment:** None

**Board Discussion:** The Board discussed the presentation providing input on potential dates for the workshop.

**Motion:** By consensus, the Board directed staff to conduct a Doodle poll to finalize the workshop date, release the Request for Proposals, and have the Executive Committee select the facilitator.

**FUTURE AGENDA ITEMS (7:15)**

**15. AGENDA ITEMS – VIEW AHEAD SCHEDULE**

General Manager/CAO Zuñiga reviewed the view ahead.

**ADJOURNED**

(7:19) Director Bañuelos made a motion to adjourn the meeting. Director Donohue 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 Counsel

**Date:** May 21, 2026  
**From:** C. Ray Hendricks, Finance and Administration Manager  
**Title:** March 2026 Claims and Financial Reports

**RECOMMENDATIONS**

Staff recommends acceptance of the March 2026 Claims and Financial Reports.

**DISCUSSION & ANALYSIS**

Please refer to the attached financial reports and checks issued report for the month of March for a summary of the Authority's financial position as of March 31, 2026. The following are highlights of the Authority's financial activity for the month of March.

Results of Operations (Consolidated Statement of Revenues and Expenditures)

For the month of March 2026, operating revenues exceeded expenditures by \$1,177,225.

Revenues (Consolidated Statement of Revenues and Expenditures)

	March Budget	March Actual	Over/ (Under)	
Tipping Fees - Solid Waste	1,149,758	1,177,024	27,266	2.4%
Tipping Fees - Diverted Materials	303,008	313,521	10,513	3.5%
Other Revenues	998,873	977,550	(21,323)	-2.1%
<b>Total Revenue</b>	<b>2,451,639</b>	<b>2,468,095</b>	<b>16,456</b>	<b>0.7%</b>

Solid Waste revenues for March were \$27,266 or 2.4% over budgeted amounts. Diverted Material revenues for March were \$10,513 or 3.5% over budgeted amounts. March total revenue was \$16,456 or 0.7% over budgeted amounts.

	Y-T-D Budget	Y-T-D Actual	Over/ (Under)	
Tipping Fees - Solid Waste	11,184,701	11,456,639	271,938	2.4%
Tipping Fees - Diverted Materials	2,595,450	2,696,430	100,980	3.9%
Other Revenues	<u>7,291,419</u>	<u>7,787,084</u>	<u>495,665</u>	6.8%
Total Revenue	<u>21,071,569</u>	<u>21,940,153</u>	<u>868,584</u>	4.1%

Solid Waste revenues year to date as of March were \$271,938 or 2.4% over budgeted amounts. Diverted Material revenues year to date as of March were \$100,980 or 3.9% over budgeted amounts. Year to date total revenue as of March was \$868,584 or 4.1% over budgeted amounts.

Operating Expenditures (Consolidated Statement of Revenues and Expenditures)

As of March 31, 2026 (75.0% of the fiscal year), year-to-date operating expenditures totaled \$16,768,910. This is 67.6% of the operating budget of \$24,810,000.

Capital Project Expenditures (Consolidated Grant and CIP Expenditures Report)

For the month of March 2026, capital project expenditures totaled \$76,083. \$24,222 was for JC LFG System Improvements. \$20,364 was for CH Postclosure Maintenance. \$10,750 was for SB1383 Local Assistance Grant Program.

Claims Checks Issued Report

The Authority's Checks Issued Report for the month of March 2026 is attached for review and acceptance. March disbursements totaled \$1,282,472.18 of which \$702,525.64 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 March 2026.

Vendor	Services	Amount
Atlas Organics CU11, LLC	Monthly Organics Processing	\$118,420.42

## Cash Balances

The Authority's cash position increased by \$1,071,033.49 during March to \$41,346,547.05. 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	5,304,958.78
Restricted for Pension Liabilities (115 Trust)	330,788.95
State & Federal Grants	(58,412.62)
BNY - Bond 2022A Payment	-

### Funds Held in Trust:

Central Coast Media Recycling Coalition	171,367.49
Employee Unreimbursed Medical Claims	2,276.82

### Committed by Board Policy:

AB939 Services	1,168,542.56
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	779,215.95
Lewis Road Post Closure	215,516.93
Jolon Road Post Closure	172,342.84
Johnson Canyon Post Closure	2,961,301.63
Capital Improvement Projects	9,453,278.20

Available for Operations: (919,494.84)

Total	<u><u>41,346,547.05</u></u>
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## ATTACHMENTS

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

**Salinas Valley Solid Waste Authority**  
**Consolidated Statement of Revenues and Expenditure**  
**For Period Ending March 31, 2026**

	<b>CURRENT BUDGET</b>	<b>M-T-D REV/EXP</b>	<b>Y-T-D REV/EXP</b>	<b>% OF BUDGET</b>	<b>REMAINING BALANCE</b>	<b>Y-T-D ENCUMBRANCES</b>	<b>UNENCUMBERED BALANCE</b>
<b><u>Revenue Summary</u></b>							
Tipping Fees - Solid Waste	15,075,000	1,177,024	11,456,639	76.0 %	3,618,361	0	3,618,361
Tipping Fees - Diverted Materials	3,577,500	313,521	2,696,430	75.4 %	881,070	0	881,070
AB939 Service Fee	5,650,200	470,852	4,237,668	75.0 %	1,412,532	0	1,412,532
Charges for Services	2,622,000	210,946	2,091,956	79.8 %	530,044	0	530,044
Sales of Materials	175,000	6,414	148,023	84.6 %	26,977	0	26,977
Gas Royalties	340,000	0	177,445	52.2 %	162,555	0	162,555
Investment Earnings	800,000	274,299	995,550	124.4 %	(195,550)	0	(195,550)
Rental Income	165,000	15,039	136,442	82.7 %	28,558	0	28,558
<b>Total Revenue</b>	<b>28,404,700</b>	<b>2,468,095</b>	<b>21,940,154</b>	<b>77.2 %</b>	<b>6,464,546</b>	<b>0</b>	<b>6,464,546</b>
<b><u>Expense Summary</u></b>							
Executive Administration	661,700	44,658	371,196	56.1 %	290,504	0	290,504
Administrative Support	545,700	37,495	349,298	64.0 %	196,402	13,448	182,955
Human Resources Administration	530,800	28,369	368,708	69.5 %	162,092	0	162,092
Clerk of the Board	255,500	17,285	155,915	61.0 %	99,585	0	99,585
Finance Administration	1,069,200	57,512	647,339	60.5 %	421,861	7,228	414,633
Operations Administration	688,700	26,460	369,275	53.6 %	319,425	2,301	317,124
Resource Recovery	1,563,100	96,654	942,870	60.3 %	620,230	5,397	614,834
Marketing	100,600	13,977	77,641	77.2 %	22,959	14,892	8,067
Public Education	247,400	10,030	149,194	60.3 %	98,206	43,875	54,331
Household Hazardous Waste	1,091,300	55,637	629,753	57.7 %	461,547	37,789	423,759
C & D Diversion	233,400	12,475	124,697	53.4 %	108,703	36,370	72,332
Organics Diversion	2,336,700	145,762	1,431,584	61.3 %	905,116	740,408	164,708
Diversion Services	44,700	6,668	40,414	90.4 %	4,286	0	4,286
JR Transfer Station	1,001,800	109,947	620,496	61.9 %	381,304	3,709	377,595
JR Recycling Operations	212,400	(24,047)	129,601	61.0 %	82,800	0	82,800

**Salinas Valley Solid Waste Authority**  
**Consolidated Statement of Revenues and Expenditure**  
**For Period Ending March 31, 2026**

	<b>CURRENT BUDGET</b>	<b>M-T-D REV/EXP</b>	<b>Y-T-D REV/EXP</b>	<b>% OF BUDGET</b>	<b>REMAINING BALANCE</b>	<b>Y-T-D ENCUMBRANCES</b>	<b>UNENCUMBERED BALANCE</b>
ML Transportation Operations	2,037,200	114,173	1,468,248	72.1 %	568,952	6,414	562,538
ML Recycling Operations	666,400	44,430	384,303	57.7 %	282,097	0	282,097
JC Landfill Operations	5,291,700	295,682	3,546,498	67.0 %	1,745,202	404,390	1,340,812
JC Recycling Operations	580,200	33,471	313,312	54.0 %	266,888	38,411	228,477
Johnson Canyon ECS	864,500	39,172	478,145	55.3 %	386,355	25,175	361,180
Sun Street ECS	134,700	17,322	102,665	76.2 %	32,035	0	32,035
Debt Service - Interest	341,000	0	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	22,096	196,232	47.1 %	220,068	0	220,068
Cell Construction Set-Aside	1,125,000	85,643	760,590	67.6 %	364,410	0	364,410
<b>Total Expense</b>	<b>24,810,000</b>	<b>1,290,870</b>	<b>16,768,910</b>	<b>67.6 %</b>	<b>8,041,090</b>	<b>1,379,807</b>	<b>6,661,283</b>
Revenue Over/(Under) Expenses	3,594,700	1,177,225	5,171,244	143.9 %	(1,576,544)	(1,379,807)	(196,737)

# Salinas Valley Solid Waste Authority

## Consolidated CIP Expenditure Report

For Period Ending March 31, 2026

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<b><u>Fund 131 - Crazy Horse Post-Closure Fund</u></b>							
131 9316 CH Corrective Action Program	250,000	0	0	0.0 %	250,000	0	250,000
131 9321 CH Postclosure Maintenance	1,024,227	20,364	495,287	48.4 %	528,940	27,430	501,511
<b>Total Fund 131 - Crazy Horse Post-Closure</b>	<b>1,274,227</b>	<b>20,364</b>	<b>495,287</b>	<b>38.9 %</b>	<b>778,940</b>	<b>27,430</b>	<b>751,511</b>
<b><u>Fund 141 - Lewis Road Post-Closure Fund</u></b>							
141 9403 LR Postclosure Maintenance	408,533	8,034	193,273	47.3 %	215,261	3,210	212,051
<b>Total Fund 141 - Lewis Road Post-Closure F</b>	<b>408,533</b>	<b>8,034</b>	<b>193,273</b>	<b>47.3 %</b>	<b>215,261</b>	<b>3,210</b>	<b>212,051</b>
<b><u>Fund 161 - Jolon Road Post-Closure Fund</u></b>							
161 9604 JR Postclosure Maintenance	503,320	5,659	330,973	65.8 %	172,347	0	172,347
<b>Total Fund 161 - Jolon Road Post-Closure F</b>	<b>503,320</b>	<b>5,659</b>	<b>330,973</b>	<b>65.8 %</b>	<b>172,347</b>	<b>0</b>	<b>172,347</b>
<b><u>Fund 211 - Grants</u></b>							
211 9025 Admin Office - Electric Vehicle Cha	144,364	0	108,166	74.9 %	36,198	36,198	0
211 9216 MBARD - Motor Vehicle Emission F	239,839	0	0	0.0 %	239,839	0	239,839
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	10,750	111,686	73.0 %	41,278	0	41,278
211 9235 Tire Amnesty 2025-26	89,775	0	0	0.0 %	89,775	0	89,775
211 9262 CalRecycle - Household Hazardous	9,598	0	9,598	100.0 %	0	0	0
211 9264 Cal Recycle - 2023-24 CCPP	14,458	0	14,458	100.0 %	0	0	0
211 9265 Cal Recycle - 2024-25 CCPP	22,224	0	18,748	84.4 %	3,476	0	3,476
<b>Total Fund 211 - Grants</b>	<b>678,903</b>	<b>10,750</b>	<b>268,338</b>	<b>39.5 %</b>	<b>410,565</b>	<b>36,198</b>	<b>374,367</b>
<b><u>Fund 800 - Capital Improvement Projects Fu</u></b>							
800 9025 Admin Office - Electric Vehicle Cha	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	0	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	0	259,899	60.4 %	170,101	0	170,101

# Salinas Valley Solid Waste Authority

## Consolidated CIP Expenditure Report

For Period Ending March 31, 2026

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
800 9322 North County Transfer Station	131,954	6,800	71,136	53.9 %	60,818	2,000	58,818
800 9501 JC LFG System Improvements	516,974	24,222	228,931	44.3 %	288,043	23,431	264,613
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	254	254,243	5.0 %	4,795,918	5,856,887	(1,060,969)
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
<b>Total Fund 800 - Capital Improvement Proje</b>	<b>11,034,575</b>	<b>31,276</b>	<b>2,489,997</b>	<b>22.6 %</b>	<b>8,544,578</b>	<b>6,175,580</b>	<b>2,368,998</b>
<b>Total CIP Expenditures</b>	<b>13,899,558</b>	<b>76,083</b>	<b>3,777,867</b>	<b>27.2 %</b>	<b>10,121,691</b>	<b>6,242,418</b>	<b>3,879,273</b>

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2026 to 3/31/2026**

Check #	Name	Check Date	Amount	Check Total
37825	AGUSTIN TINAJERO - ESPRIELLA CH Lab Analysis	3/5/2026	3,000.00	3,000.00
37826	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	3/5/2026	153.00	153.00
37827	BRIAN KENNEDY JC Flare Reimbursement GWMS Conference Travel	3/5/2026	4,992.84 1,675.58	6,668.42
37828	Burke Williams & Sorensen LLP Legal Services	3/5/2026	8,821.80	8,821.80
37829	CALIFORNIA WATER SERVICE All Sites Water Service	3/5/2026	1,249.76	1,249.76
37830	CITY OF KING LITTLE LEAGUE Event Sponsorship	3/5/2026	750.00	750.00
37831	CLARK PEST CONTROL, INC ML Uniforms	3/5/2026	128.00	128.00
37832	COMCAST Common Area Maintenance	3/5/2026	145.53	145.53
37833	DAVID T. EDSON SS Consulting Engineering	3/5/2026	11,850.00	11,850.00
37834	FERGUSON ENTERPRISES INC #795 SS Facility Maintenance	3/5/2026	41.17	41.17
37835	GOLDEN STATE TRUCK & TRAILER REPAIR JC Vehicle Maintenance ML Vehicle Maintenance	3/5/2026	596.70 797.04	1,393.74
37836	GONZALES ACE HARDWARE JC Equipment Maintenance JC Facility Maintenance	3/5/2026	9.52 57.52	67.04
37837	GRAINGER CH Facility Maintenance JC Org Facility Maintenance	3/5/2026	44.15 154.36	198.51
37838	GREEN RUBBER - KENNEDY AG, LP JC Maintenance Supplies JC Org Facility Maintenance	3/5/2026	372.64 310.25	682.89
37839	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	3/5/2026	247.92	247.92
37840	HERC RENTALS INC. JC Equipment Maintenance	3/5/2026	942.21	942.21

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2026 to 3/31/2026**

Check #	Name	Check Date	Amount	Check Total
37841	HOME DEPOT All Sites Facility Supplies	3/5/2026	1,571.60	1,571.60
37842	**Void**	3/5/2026	-	-
37843	JIMENEZ TIRE SERVICE INC. JC Equipment Maintenance JR Vehicle Maintenance ML Vehicle Maintenance	3/5/2026	197.13 142.50 754.07	1,093.70
37844	KING CITY HARDWARE INC. JR Vehicle Maintenance	3/5/2026	26.05	26.05
37845	LIEBERT CASSIDY WHITMORE Legal Services	3/5/2026	436.50	436.50
37846	Linaodena Gomez Monthly Janitorial Services	3/5/2026	2,990.00	2,990.00
37847	MICHAEL SILVA Global Waste Symposium Travel	3/5/2026	1,426.11	1,426.11
37848	MISSION LINEN SUPPLY All Sites Uniforms	3/5/2026	1,113.51	1,113.51
37849	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY Common Area Maintenance	3/5/2026	415.90	415.90
37850	New SV Media Notice Of Public Hearing	3/5/2026	372.04	372.04
37851	ODP BUSINESS SOLUTIONS, LLC Adm Office Supplies	3/5/2026	229.70	229.70
37852	PRECISION ALARMS & AUTOMATION SOLUTIONS, INC. Common Area Maintenance	3/5/2026	500.00	500.00
37853	PROBUILD COMPANY LLC JR Facility Maintenance	3/5/2026	114.44	114.44
37854	PURE WATER BOTTLING All Sites Water Service	3/5/2026	152.50	152.50
37855	QUINN COMPANY JC Equipment Maintenance	3/5/2026	1,210.57	1,210.57
37856	RJMS CORPORATION HHW Equipment Maintenance	3/5/2026	199.00	199.00
37857	RODDY TREVINO Molo Training Travel	3/5/2026	298.00	298.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2026 to 3/31/2026**

<b>Check #</b>	<b>Name</b>	<b>Check Date</b>	<b>Amount</b>	<b>Check Total</b>
37858	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Fuel	3/5/2026	13,379.44	13,379.44
37859	THE DON CHAPIN COMPANY, INC. ML Portable Toilets	3/5/2026	470.01	470.01
37860	Two Way Direct, Inc. JC Safety Supplies	3/5/2026	268.91	268.91
37861	ULINE, INC. JC Safety Supplies	3/5/2026	26.00	26.00
37862	A & G PUMPING, INC JR & RR Portable Toilets	3/12/2026	604.25	604.25
37863	ADMANOR, INC CCRMC Monthly Media & Marketing Service	3/12/2026	9,320.28	9,320.28
37864	AIR COMPRESSOR SERVICES JC Maintenance Supplies	3/12/2026	360.60	360.60
37865	AON RISK INSURANCE SERVICES WEST, INC . Surety Bond - GM	3/12/2026	2,750.00	2,750.00
37866	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	3/12/2026	306.00	306.00
37867	AT&T LONG DISTANCE Adm Telephone Service	3/12/2026	42.74	42.74
37868	ATLAS ORGANICS CU11, LLC Monthly Organics Processing	3/12/2026	118,420.42	118,420.42
37869	AUTOZONE LLC. All Sites Facility Maintenance	3/12/2026	479.51	479.51
37870	**Void**	3/12/2026	-	-
37871	BLUE STRIKE ENVIRONMENTAL INC Edible Food Recovery	3/12/2026	2,301.00	2,301.00
37872	CLARK PEST CONTROL, INC Adm Exterminator Services	3/12/2026	126.00	126.00
37873	CORE & MAIN LP JC Flare Improvements	3/12/2026	3,826.19	3,826.19
37874	DocuSign, Inc. DocuSign Annual Subscription	3/12/2026	1,725.00	1,725.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2026 to 3/31/2026**

<b>Check #</b>	<b>Name</b>	<b>Check Date</b>	<b>Amount</b>	<b>Check Total</b>
37875	Edge Innovate USA, LLC JC Org Equipment Maintenance	3/12/2026	10,433.45	10,433.45
37876	Elevator Service Co. of Central California Inc. Common Area Maintenance	3/12/2026	255.00	255.00
37877	ENDEAVOR MORE INC. JC Equipment Maintenance	3/12/2026	691.91	691.91
37878	ERIC GARCIA ML & JR Vehicle Maintenance	3/12/2026	1,360.00	1,360.00
37879	FEDEX Adm Overnight Shipments	3/12/2026	32.22	32.22
37880	Fire Rover LLC JR Fire Rover	3/12/2026	2,555.63	2,555.63
37881	FIRST ALARM JC Alarm Bldg. Services	3/12/2026	163.20	163.20
37882	FRESNO OXYGEN JC Equipment Maintenance	3/12/2026	53.00	53.00
37883	GOLDEN STATE TRUCK & TRAILER REPAIR JC Equipment Maintenance ML Vehicle Maintenance	3/12/2026	257.40 1,679.70	1,937.10
37884	GONZALES ACE HARDWARE All Sites Facility Supplies	3/12/2026	275.81	275.81
37885	GONZALES IRRIGATION SYSTEMS, INC. JC Facility Maintenance	3/12/2026	13.18	13.18
37886	GUARDIAN SAFETY AND SUPPLY, LLC JC Safety Supplies	3/12/2026	321.96	321.96
37887	HEXAGON TRANSPORTATION CONSULTANTS, INC. CH Consulting Engineering	3/12/2026	6,610.00	6,610.00
37888	JIMENEZ TIRE SERVICE INC. JR Vehicle Maintenance ML Vehicle Maintenance	3/12/2026	300.00 624.63	924.63
37889	Jose Gil Hernandez Jr. JC Vehicle Maintenance	3/12/2026	1,680.00	1,680.00
37890	JT HOSE & FITTINGS JC Equipment Maintenance JC Facility Maintenance	3/12/2026	48.51 1,225.52	1,274.03

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2026 to 3/31/2026**

<b>Check #</b>	<b>Name</b>	<b>Check Date</b>	<b>Amount</b>	<b>Check Total</b>
37891	KING CITY HARDWARE INC. JR Facility Maintenance	3/12/2026	16.26	16.26
37892	Linaodena Gomez Monthly Janitorial Services	3/12/2026	975.00	975.00
37893	MISSION LINEN SUPPLY All Sites Uniforms Service	3/12/2026	695.85	695.85
37894	MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS Mo. Co. Litter Abatement Program	3/12/2026	44,539.50	44,539.50
37895	MONTEREY REGIONAL WATER POLLUTION CONTROL AGENCY SS Sewer	3/12/2026	41.10	41.10
37896	ODP BUSINESS SOLUTIONS, LLC All Sites Office Supplies	3/12/2026	406.69	406.69
37897	O'REILLY AUTOMOTIVE STORES, INC. JR Vehicle Maintenance	3/12/2026	456.32	456.32
37898	PAPE MATERIAL HANDLING, INC JC Equipment Rental	3/12/2026	570.93	570.93
37899	PENINSULA MESSENGER LLC All Sites Courier Service	3/12/2026	1,147.00	1,147.00
37900	PURE WATER BOTTLING All Sites Water Service	3/12/2026	391.14	391.14
37901	QUINN COMPANY JC Equipment Maintenance	3/12/2026	5,813.30	5,813.30
37902	ROBERTO DEL REAL JC Portable Toilet	3/12/2026	1,723.43	1,723.43
37903	ROSSI BROS TIRE & AUTO SERVICE JR Vehicle Maintenance ML Vehicle Maintenance	3/12/2026	342.25 412.40	754.65
37904	SAFE HEARING AMERICA, INC. Audiometric onsite testing	3/12/2026	2,048.08	2,048.08
37905	SAUL CARDENAS-IBARRA Media Creation contract - Saul	3/12/2026	2,000.00	2,000.00
37906	SCS FIELD SERVICES All Sites Routine Services	3/12/2026	12,126.77	12,126.77
37907	SHARPS SOLUTIONS, LLC HHW Hauling & Disposal	3/12/2026	350.00	350.00

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2026 to 3/31/2026**

Check #	Name	Check Date	Amount	Check Total
37908	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Biodiesel Fuel	3/12/2026	31,555.32	31,555.32
37909	Southern Counties Oil Co., a CA Limited Partnership JR Fuel	3/12/2026	1,941.25	1,941.25
37910	STERICYCLE, INC Adm Shredding Services	3/12/2026	142.00	142.00
37911	TELCO BUSINESS SOLUTIONS Network Support	3/12/2026	245.35	245.35
37912	The EcoHero Show LLC School Assembly Program	3/12/2026	10,000.00	10,000.00
37913	The Personnel Office Consulting Services	3/12/2026	875.00	875.00
37914	UNITED RENTALS (NORTHWEST), INC SS Equipment Rental	3/12/2026	1,789.36	1,789.36
37915	Vasquez Fabrication, Inc. JC Facility Maintenance	3/12/2026	765.00	765.00
37916	VERIZON CONNECT FLEET USA LLC ML Vehicle Maintenance	3/12/2026	500.60	500.60
37917	VOSTI'S INC JC Equipment Maintenance ML Vehicle Maintenance	3/12/2026	354.34 1,654.90	2,009.24
37918	WEST COAST RUBBER RECYCLING, INC JC Org Tire Diversion	3/12/2026	2,520.00	2,520.00
37919	WHITE CAP, LP JC Facility Maintenance Supplies JC Vehicle Maintenance Supplies	3/12/2026	2,508.13 40.41	2,548.54
37920	US BANK CORPORATE PAYMENT SYSTEM AGA: Finance Memberships Namecheap: Finance Network Support OpenAI: Ops Admin Subscriptions Constant Contact: RR Public Outreach Indeed: EOD Recruitment AT&T: Internet Services Harbor Freight: JC ECS Supplies H & M Gopher Control: All Site Maintenance Gilroy GMC: JC Vehicle Maintenance Razzolink: JR Internet Services AT&T: SS Internet Services Office Depot: RR School Program Supplies Hyatt Regency Sacramento: USCC Conference SWANA: Ops Memberships	3/17/2026	105.00 51.04 20.00 62.00 288.00 43.73 436.99 1,974.63 364.17 302.12 160.50 133.78 1,115.16 255.00	

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2026 to 3/31/2026**

Check #	Name	Check Date	Amount	Check Total
	SWANA: Ops Admin Memberships		285.00	
	SWANA: RR Memberships		285.00	
	SWANA: JC ECS Memberships		285.00	
	SWANA: Ops Admin Memberships		250.00	
	SendGrid: Finance Network Support		18.53	
	Valley Trophies: Admin Office Supplies		57.90	
	Event Bright: Illegal Dump Conference		14.99	
	Certus Fusion: OSHA Hazwoper Training		248.95	
	Microsoft: HHW Supplies		249.99	
	Smart & Final: RR Youth Council Supplies		30.05	
	Subway: BD Meeting Supplies		721.67	
	Hobby Lobby: RR Dept Supplies		29.92	
	Lands End: JC & Ops Admin Supplies		236.50	
	Lands End: JC & Ops Admin Supplies		274.31	
	Perfect Water: CH Facility Maintenance		213.37	
	Onset: CHLF Maintenance Supplies		14.02	
	Onset: JRTS Maintenance Supplies		42.66	
				8,569.98
37921	**Void**	3/17/2026	-	
37922	**Void**	3/17/2026	-	
37923	**Void**	3/17/2026	-	
37924	**Void**	3/17/2026	-	
37925	ADMANOR, INC CCRMC Monthly Media & Marketing Service	3/19/2026	14,375.00	14,375.00
37926	ASBURY ENVIRONMENTAL SERVICES HHW Hauling & Disposal	3/19/2026	153.00	153.00
37927	AT&T SERVICES INC Admin Phone Service HHW Telephone Service	3/19/2026	94.17 60.85	155.02
37928	Bench Mark Equipment & Supplies Inc. Facility Surveying Drone	3/19/2026	14,114.77	14,114.77
37929	CALIFORNIA RESOURCE RECOVERY ASSOCIATION CRRRA Bronze Level Sponsor	3/19/2026	2,500.00	2,500.00
37930	CARLON'S FIRE EXTINGUISHER SALES & SERVICE Admin Building Maintenance	3/19/2026	400.00	400.00
37931	CDW GOVERNMENT Replacement Admin Color Printer	3/19/2026	5,440.98	5,440.98

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2026 to 3/31/2026**

Check #	Name	Check Date	Amount	Check Total
37932	CITY OF GONZALES Monthly Hosting Fees- APR	3/19/2026	20,833.33	20,833.33
37933	CUTTING EDGE SUPPLY JC Equipment Maintenance	3/19/2026	565.85	565.85
37934	DATAFLOW BUSINESS SYSTEMS INC. Printer Network Support	3/19/2026	14.66	14.66
37935	EDUARDO ARROYO Vehicle Storage	3/19/2026	17,050.00	17,050.00
37936	F.A.S.T. SERVICES Monthly Board Interpreting Services	3/19/2026	250.00	250.00
37937	GFOA - GOVERNMENT FINANCE OFFICERS ASSOCIATION GFOA Annual Conference	3/19/2026	200.00	200.00
37938	GOLDEN STATE TRUCK & TRAILER REPAIR ML Vehicle Maintenance	3/19/2026	398.21	398.21
37939	GONZALES ACE HARDWARE JC Equipment Maintenance Supplies JC Facility Maintenance Supplies	3/19/2026	8.24 69.56	77.80
37940	GONZALES TIRE & AUTO SUPPLY All Sites Vehicle Maintenance	3/19/2026	1,105.33	1,105.33
37941	**Void**	3/19/2026	-	-
37942	HOPE SERVICES JC Litter Abatement	3/19/2026	9,071.25	9,071.25
37943	HUMBERTO ARENAS JR Vehicle Maintenance	3/19/2026	150.00	150.00
37944	JIMENEZ TIRE SERVICE INC. JC Equipment Maintenance ML Vehicle Maintenance	3/19/2026	95.00 872.82	967.82
37945	KING CITY HARDWARE INC. JR Facility Maintenance JR Vehicle Maintenance	3/19/2026	28.02 28.02	56.04
37946	LUIS ROSAS Trade Fair: Travel Reimbursement	3/19/2026	29.29	29.29
37947	MISSION LINEN SUPPLY All Sites Uniforms	3/19/2026	2,079.48	2,079.48

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2026 to 3/31/2026**

Check #	Name	Check Date	Amount	Check Total
37948	NEU-SCAPES, INC. Admin Building Maintenance RR Facility Maintenance	3/19/2026	578.00 210.00	788.00
37949	NORTH COUNTY FIRE PROTECTION DISTRICT OF MONTEREY COUI Fees and Permits	3/19/2026	190.00	190.00
37950	ODP BUSINESS SOLUTIONS, LLC RR & Adm Office Supplies	3/19/2026	266.34	266.34
37951	ONE STOP AUTO CARE V&S AUTO CARE, INC RR Vehicle Maintenance	3/19/2026	1,240.59	1,240.59
37952	PACIFIC TRUCK PARTS, INC ML Vehicle Maintenance	3/19/2026	52.11	52.11
37953	PRECISION ALARMS & AUTOMATION SOLUTIONS, INC. HHW Bldg. Alarm Service	3/19/2026	60.00	60.00
37954	PROBUILD COMPANY LLC JC Facility Maintenance Supplies	3/19/2026	897.34	897.34
37955	QUINN COMPANY JC Equipment Maintenance	3/19/2026	691.61	691.61
37956	REPUBLIC SERVICES #471 Monthly Trash	3/19/2026	201.84	201.84
37957	S. GRONER ASSOCIATES SGA Marketing Contract	3/19/2026	9,477.10	9,477.10
37958	SALINAS FALSE ALARM REDUCTION PROGRAM Bldg. Alarm Services	3/19/2026	26.75	26.75
37959	SALINAS NEWSPAPERS, INC. Public Notice	3/19/2026	632.74	632.74
37960	SCALES UNLIMITED JC Scale Maintenance JR Scale Maintenance	3/19/2026	2,176.50 2,875.50	5,052.00
37961	SCS ENGINEERS All Sites Engineering Services	3/19/2026	2,085.00	2,085.00
37962	SOCIAL VOCATIONAL SERVICES, INC. JC Janitorial Services	3/19/2026	6,807.00	6,807.00
37963	SOUTHERN COUNTIES LUBRICANTS LLC All Sites Fuel	3/19/2026	9,600.34	9,600.34
37964	TELCO BUSINESS SOLUTIONS Adm Telephone Service	3/19/2026	703.59	703.59

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2026 to 3/31/2026**

Check #	Name	Check Date	Amount	Check Total
37965	WEST COAST RUBBER RECYCLING, INC JC Tire Diversion	3/19/2026	1,627.50	1,627.50
37966	WHITE CAP, LP JC Facility Maintenance	3/19/2026	369.53	369.53
37967	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION All Sites Fuel	3/19/2026	2,869.18	2,869.18
37968	AGUSTIN TINAJERO - ESPRIELLA Ed Center Landscape Maintenance Ed Center Pathway Work	3/26/2026	850.00 700.00	1,550.00
37969	AON RISK INSURANCE SERVICES WEST, INC . Insurance - Auto	3/26/2026	2,332.00	2,332.00
37970	AT&T SERVICES INC JC Telephone Service	3/26/2026	62.80	62.80
37971	BLUE STRIKE ENVIRONMENTAL INC LAGP2 Grant Program - Feb 2026 LAGP2 Marketing Project - Feb 2026	3/26/2026	3,537.42 7,212.75	10,750.17
37972	BRYAN EQUIPMENT JC Equipment Maintenance	3/26/2026	259.04	259.04
37973	CALIFORNIA WATER SERVICE All Sites Water	3/26/2026	869.54	869.54
37974	CARLON'S FIRE EXTINGUISHER SALES & SERVICE All Sites Fire Extinguisher Service	3/26/2026	2,984.00	2,984.00
37975	CDW GOVERNMENT Network Support	3/26/2026	286.52	286.52
37976	COMCAST HHW Internet Service	3/26/2026	165.30	165.30
37977	EAST BAY TIRE CO. JC Equipment Maintenance	3/26/2026	443.72	443.72
37978	FIRST ALARM JC Bldg. Alarm Services	3/26/2026	1,728.19	1,728.19
37979	GONZALES TIRE & AUTO SUPPLY JC Maintenance Supplies	3/26/2026	1,158.34	1,158.34
37980	HERC RENTALS INC. JC Equipment Rental	3/26/2026	1,465.27	1,465.27
37981	JIMENEZ TIRE SERVICE INC. All Sites Equipment Maintenance	3/26/2026	841.94	841.94

**Salinas Valley Solid Waste Authority**  
**Checks Issued Report for 3/1/2026 to 3/31/2026**

Check #	Name	Check Date	Amount	Check Total
37982	MANUEL PEREA TRUCKING, INC. JR & JC Equipment Rental	3/26/2026	715.00	715.00
37983	MISSION LINEN SUPPLY All Sites Uniforms	3/26/2026	523.91	523.91
37984	QUINN COMPANY JC Equipment Maintenance	3/26/2026	984.46	984.46
37985	REFRIGERATION SUPPLIES DISTRIBUTOR HHW Disposal Supplies	3/26/2026	210.64	210.64
37986	WEST COAST RUBBER RECYCLING, INC JC Org Tire Diversion	3/26/2026	2,520.00	2,520.00
26-00495-DFT	REPUBLIC SERVICES - MADISON LANE TRANSFER STATION 4918 April ML Rent	3/31/2026	18,261.23	18,261.23
26-00497-DFT	INTERMEDIA Email Exchange	3/5/2026	544.37	544.37
26-00498-DFT	Amazon Capital Services, Inc All Sites Facility Supplies	3/16/2026	2,498.36	2,498.36
26-00519-DFT	Amazon Capital Services, Inc All Sites Facility Supplies	3/25/2026	2,538.18	2,538.18
26-00521-DFT	PACIFIC GAS AND ELECTRIC COMPANY All Sites Electrical Services	3/27/2026	23,632.43	23,632.43
				<u>23,632.43</u>
				579,946.54
				<u>702,525.64</u>
				<u>1,282,472.18</u>



## Report to the Board of Directors

**Date:** May 21, 2026  
**From:** Mandy Brooks, Resource Recovery Manager  
**Title:** Member and Interagency Activities Report for April 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 LEA and CalRecycle conducted the monthly inspection on April 14. No violations or areas of concern were noted during the inspection.

Jolon Road Transfer Station: The monthly inspection was conducted April 29 and no violations or areas of concern were noted.

Madison Ln HHW Facility: On April 27, the CA Department of Toxic Substances Control (DTSC) along with the local Certified Unified Program Agency (CUPA), conducted an unannounced inspection at the Madison Lane Household Hazardous Waste (HHW) facility. A Notice to Comply for minor violations and a Summary of Violations were issued. Staff are actively working to correct the violations.

#### 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.

<b>Q2 CY 2026</b>	<b># Volunteers</b>	<b>Hours</b>	<b># Clothing Items Dist.</b>	<b># Families Served</b>	<b># Family Members</b>
April	5	116.5	1,032	50	223
May	-	-	-	-	-
June	-	-	-	-	-
<b>Q2 2026 TOTALS</b>	<b>5</b>	<b>116.5</b>	<b>1,032</b>	<b>50</b>	<b>223</b>

### Cleanup Events

The 2026 hauler community cleanup dates are listed below.

<b>City - Hauler</b>	<b>Date</b>	<b>Cleanup Location</b>
<b>Gonzales - TCD</b>	06/27/26	Fairview Middle School
	10/17/26	Fairview Middle School
<b>Greenfield - TCD</b>	08/29/26	Public Works Yard
<b>King City - WM</b>	06/13/26	SV Fairgrounds
<b>Salinas - Republic Services</b>	05/16/26	District 2
	06/27/26	District 3
	08/15/26	District 4
	10/10/26	District 1
	11/14/26	District 6
<b>Soledad - TCD</b>	05/30/26	Soledad High School
	09/26/26	Soledad High School
<b>Mo. County - WM</b>	06/06/26	Aromas Community Park
	08/15/26	San Ardo, Main St & Jolon Rd
	09/19/26	Prunedale Grange Parking Lot
	10/24/26	Pajaro, 499 Salinas Rd

Three (3) cleanups were conducted in April with the results from one of the cleanups listed in the table below. The two other cleanups results will be included in next month's report.

<b>Date</b>	<b>Location</b>	<b>Hauler</b>	<b>Trash (tons)</b>	<b>Recycling (tons)</b>	<b>ABOP (collected by SVR)</b>	<b>Diversion %</b>
April 11	Greenfield	TCD	11.9	8.7	0.62 (tons)	42%

### FY 25-26 Events w/SVR Staff Participation

#### **Gonzales: Mar 28 – June 30: Tire Amnesty Collection Event, JCLF**

- 05/04/26 School Tour – Arroyo Seco School, JC Ed Center & Garden
- 05/05/26 School Tour – Oak Ave, JC Ed Center & Garden
- 05/14/26 School Tour – Spreckels Elementary, JC Ed Center & Garden
- 05/19/26 School Tour – Laurel Wood School, JC Ed Center & Garden
- 05/26/26 School Tour – Frank Ledesma School, JC Ed Center & Garden
- 06/05/26 Tour – StopWaste.org, JCLF & Ed Center

**Greenfield:** TBD

#### **King City: Mar 28 – June 30: Tire Amnesty Collection Event, JRTS**

- 06/03/26 Recycling Presentation, KC Rotary
- 06/16/26 Recycling Presentation, King City Beautification BBQ

06/27/26 Compost Workshop and giveaway, SV Fairgrounds

**Salinas:** 05/14/26 Recycling Presentation, Monterey County Farm Bureau  
05/16/26 Composting Workshop, Natividad Creek Park  
06/10/26 Composting Presentation, Cesar Chavez Library  
06/11/26 Composting Presentation, El Gabilan Library

**Soledad:** TBD

**Mo County:** *Mar 28 – June 30: Tire Amnesty Event, Madison Ln Recycle Center*

05/21/26 Booth at Job Fair, Rancho Cielo

## **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

Authority General Counsel

**Date:** May 21, 2026  
**From:** Elia Zavala, Contracts & Grants Analyst  
**Title:** Tonnage and Diversion Report for the Quarter Ended March 31, 2026

### RECOMMENDATION

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

### STRATEGIC PLAN RELATIONSHIP

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

### FISCAL IMPACT

For the quarter ending March 31, 2026, the Authority received \$4.2 million in revenue, of which \$2.7 million were from tipping fees. Solid Waste Tipping fees for landfill (80.2%) and diversion (19.8%) tipping fees account for 63.9% of the quarter's revenue. The remaining revenue comes from AB939 Fees (22.1%), other services (13.9%), and investment earnings (0.2%).

### DISCUSSION & ANALYSIS

#### TONS LANDFILLED

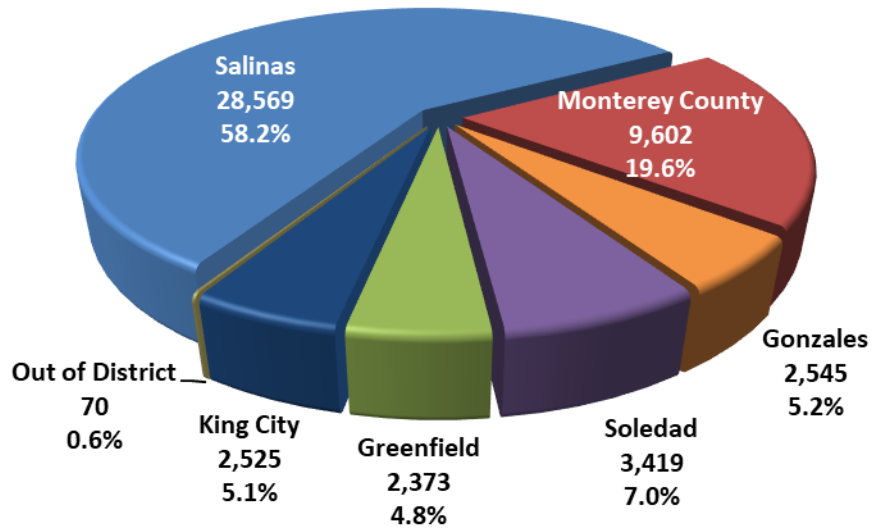
The Authority landfilled 49,103 tons of solid waste in the quarter-ended March 2026. This resulted in a 2.3% decrease in landfilled waste from the same quarter of 2025.

<u>Service Area</u>	<u>Jan-Mar 2025 Tonnage</u>	<u>Jan-Mar 2026 Tonnage</u>	<u>Change in Tonnage</u>	<u>% Change</u>
Authority Service Area	50,029	49,033	-996	-2.0%
Out of District	225	70	-155	-68.9%
Total Landfilled	50,254	49,103	-1,151	-2.3%

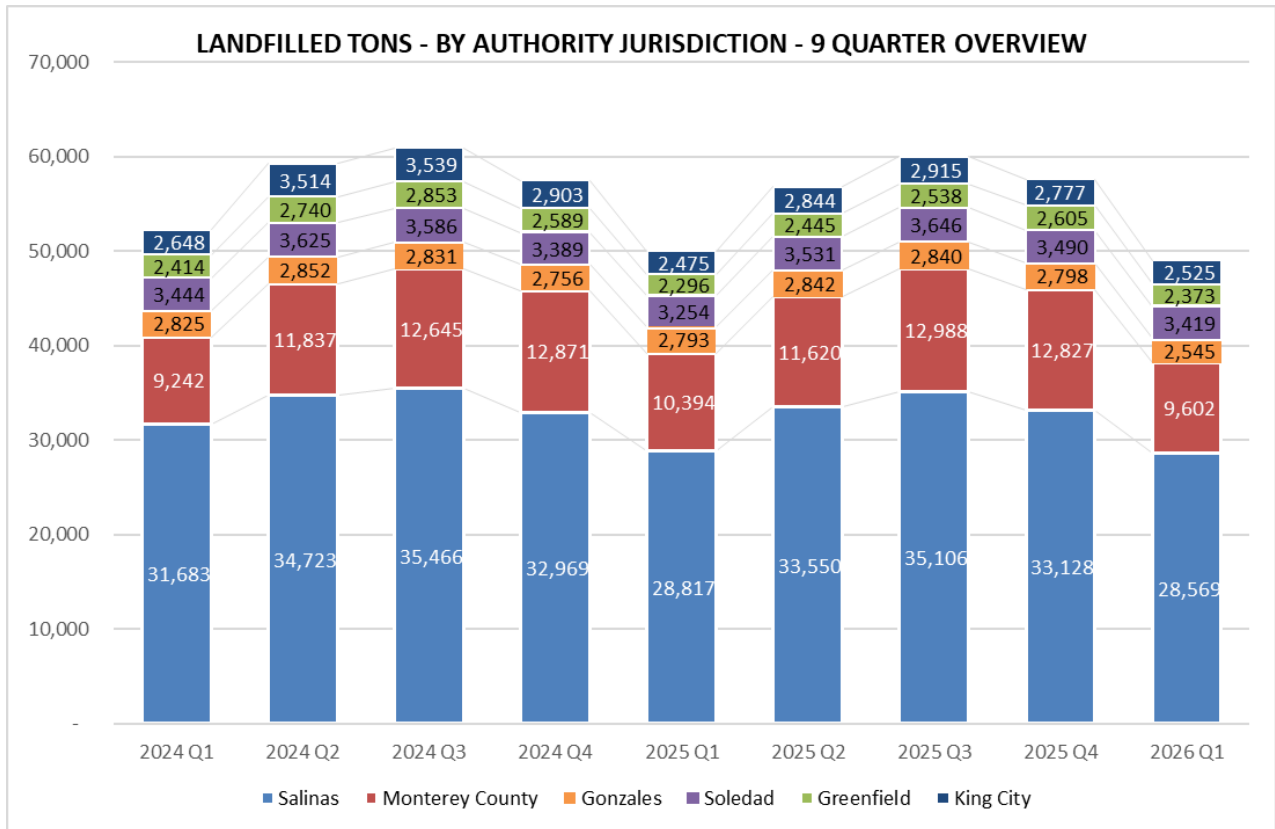
#### TONNAGE LANDFILLED BY ORIGIN

As noted in the chart below, the total landfilled waste for this quarter was made up of 58.2% from the City of Salinas, 19.6% from the County, and 22% from the south county cities. The 70 tons of self-hauled material from outside the service area made up 0.2%.

**LANDFILLED TONS - 49,103  
BY ORIGIN FOR QUARTER ENDED MARCH 31, 2026**



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



TONNAGE PROCESSED AND DIVERTED SUMMARY

The table below summarizes the total tonnage processed and diverted for the quarter. Compared to the same quarter of the previous year, the total tons processed decreased by 5.71% and diverted materials had a 20.3% increase, resulting in a net decrease of 3.1% tons landfilled. Alternative Daily Cover (ADC), although a beneficial reuse material, is not shown as diverted material since it is ultimately landfilled.

	Jan-Mar 2025		Jan-Mar 2026		Change in	%
	Tonnage	%	Tonnage	%	Tonnage	Change
Total Tons Processed	68,346		64,444		(3,902)	-5.71%
Less Used for ADC	789	1.2%	1,048	1.6%	259	32.8%
<b>Net Tons Processed</b>	<b>67,557</b>		<b>63,396</b>		<b>(4,161)</b>	<b>-6.2%</b>
Less Diverted Materials	9,427		10,888		1,461	15.5%
Less Beneficial Reuse	1,410		2,248		838	59.4%
JC market materials	380		603		223	58.7%
JR market materials	546		178		(368)	-67.4%
ML market materials	121		377		256	211.4%
<b>Total Diverted Materials</b>	<b>11,884</b>	<b>17.4%</b>	<b>14,293</b>	<b>22.2%</b>	<b>2,409</b>	<b>20.3%</b>
<b>Total Landfilled</b>	<b>50,653</b>	<b>74.1%</b>	<b>49,103</b>	<b>76.2%</b>	<b>(1,550)</b>	<b>-3.1%</b>

DIVERTED MATERIALS

The pie chart below illustrates the composition of the 14,293 tons of diverted materials for the quarter-ended March 2026. Diversion does not include tons of construction & demolition material and biosolids, which are currently being used in the landfill as ADC. Included in the diversion chart are 1,157.48 tons of recyclables salvaged from the waste stream at Authority facilities and sent directly to market.

The table below provides a year-over-year comparison of diverted materials tonnage for the same quarter. The total diverted materials for this quarter resulted in a 5.6% decrease over the same quarter of 2025.

**QUARTER ENDED MAR 31, 2026  
DIVERTED MATERIALS - 14,293**



	2025 Q1	2026 Q1	% Diff
Greenwaste	11,022	10,748	-2.5%
Asphalt & Concrete	2,825	2,249	-20.4%
Lumber	279	139	-50.2%
Metal	549	666	21.3%
Cardboard	172	169	-1.7%
*Other	290	322	11.0%
<b>Total</b>	<b>15,137</b>	<b>14,293</b>	<b>-5.6%</b>

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



## Report to the Board of Directors

**ITEM NO. 5**

Finance and Administration  
Manager/Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** May 21, 2026

**From:** Cesar Zuñiga, General Manager/CAO

**Title:** A Resolution Ratifying the Sale of 139 Sun Street, Salinas, CA, (APNs 003-051-086 & 003-051-087), and the Purchase Sales Agreement with Monterey-Salinas Transit District, in the Amount of \$5,975,000

### RECOMMENDATION

Staff recommends approval of the resolution ratifying the Purchase Sales Agreement (PSA) for the sale of 139 Sun Street to Monterey-Salinas Transit.

### STRATEGIC PLAN RELATIONSHIP

Promote the Value of SVR Services and Programs to the Community by creating a permanent hub for the Authority administrative services and community education programs in the heart of Salinas, our largest service customer.

### FISCAL IMPACT

The accepted sales price for the property is \$5,975,000, which is the full asking price based on the appraised value. The net amount of closing costs and credits such as title insurance and escrow fees is \$9,039.10.

When the Board approved borrowing from the Expansion Fund to purchase the Administration Office Building, it committed to repaying these funds with proceeds from the future sale of the Sun Street Transfer Station properties. Accordingly, \$3,944,243.08 will be allocated to the Expansion Fund to fully reimburse the amount borrowed.

The remaining balance (\$2,021,717.82) will be designated for Capital Projects Reserves and subject to future Board approval for use on eligible projects, such as the North County Recycling and Transfer Facility.

### DISCUSSION & ANALYSIS

The property at 139 Sun Street, Salinas, CA, was purchased in 2004. At the time, the Authority had acquired the property to operate as an interim transfer station while it was developed into a permanent Salinas Area Transfer Station.

The Sun Street Transfer Station (SSTS) opened on January 2, 2005, and served the greater Salinas area in its interim capacity until its permanent closure on September 10, 2022.

Following its closure, the property went through the Surplus Lands Act (SLA) process. The SLA requires government owned properties to be first offered to state registered affordable housing developers, local school districts and city/county government within which the properties are located before being declared surplus and available for sale. The Authority completed the required steps under the SLA and received no purchase offers for the property.

In the Fall of 2025, Monterey-Salinas Transit (MST) expressed interest in purchasing the property. At the December 18, 2025 meeting, the Board authorized the General Manager and Authority Counsel to accept the purchase offer of \$5,975,000 from MST, contingent on the execution of a purchase of sale agreement (PSA).

During the due diligence period, a Phase II analysis conducted by MST found some slightly elevated levels of arsenic at the Northeast corner of the property. The Authority's staff completed removal, disposal, and backfilling of the area in question and MST had a third-party Quality Assurance technician certify and document the work.

Upon execution of the PSA, MST deposited \$597,600 in earnest money with Chicago Title within the required five (5) business days. The balance was delivered to the title company at closing which occurred on May 12, 2026. The sale of the property fulfills direction provided to staff in 2022 when the Sun Street Transfer Station was permanently closed.

As part of the transaction, MST has agreed to a lot line adjustment to exclude "Jardin El Sol" portion of the property, which is approximately a 100' x 40' (4,000 sf) and convey the property back to the Authority. Once the sale is completed, staff will complete the lot line adjustment and incorporate the "Jardin El Sol" property into the administrative building parcel.

The PSA is being ratified because it was executed on April 10, 2026, and did not meet the deadline for the April 15, 2026, Board of Directors meeting.

## **BACKGROUND**

The Authority purchased the Sun Street properties in 2004 to develop a permanent recycling, processing, and waste transfer facility to serve residents, businesses, and the franchised waste hauler of the City of Salinas. However, a permanent facility was not constructed due to changes in the City's long-range land use and development plans.

As a result, the site operated as an interim transfer station while the Authority pursued alternative locations for a permanent facility. The site ceased operations in fall 2022 and has remained vacant since that time. Existing improvements on the property are limited to an older cold storage building from the prior ownership.

## **ATTACHMENT(S)**

1. Resolution
2. Exhibit A – Purchase Sales Agreement for 139 Sun Street

**RESOLUTION NO. 2026 -**

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
RATIFYING THE SALE OF 139 SUN STREET, SALINAS, CA, (APNs 003-051-086 & 003-051-087)  
PROPERTY AND THE PURCHASE SALES AGREEMENT WITH MONTEREY-SALINAS TRANSIT  
DISTRICT, IN THE AMOUNT OF \$5,975,000**

**WHEREAS** on May 2004, the Board of Directors authorized the purchase of 139 Sun Street to be used as the Salinas Area Transfer Station; and,

**WHEREAS**, Sun Street Transfer Station opened on January 2, 2005, and served the greater Salinas area until its closure on September 10, 2022; and,

**WHEREAS**, the property went through the Surplus Land Act requirements for government owned properties and received no offers; and,

**WHEREAS**, the Monterey-Salinas Transit made a full asking price offer and on December 18, 2025, the Board authorized the General Manager and Authority Counsel to accept the purchase offer of \$5,975,000, contingent on the execution of a purchase of sale agreement; and,

**WHEREAS**, the Purchase Sale Agreement was successfully executed, and the property entered escrow on April 10, 2026; and,

**WHEREAS**, the sale of the property was completed on May 12, 2026.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY** that the sale of the 139 Sun Street, Salinas, CA, (APNs 003-051-086 & 003-051-087) property and the Purchase Sale Agreement with Monterey-Salinas Transit in the amount of \$5,795,00, as attached hereto and marked "Exhibit A", is hereby ratified.

**BE IT FURTHER RESOLVED**, by the Board of Directors of the Salinas Valley Solid Waste Authority, that the proceeds from the sale shall be distributed as follows: \$3,944,243.08 to the Expansion Fund to reimburse prior borrowing, and the remaining balance of \$2,021,717.82 to the Capital Improvement Reserves; and,

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at the meeting duly held on the 21<sup>st</sup> day of May 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

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Elizabeth Silva, President

ATTEST:

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

APPROVED AS TO FORM:

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

**AGREEMENT OF SALE AND PURCHASE  
AND JOINT ESCROW INSTRUCTIONS**

**139 Sun Street, Salinas, CA (APNs 003-051-086 & 003-051-087) (“Property”)**

This AGREEMENT OF SALE AND PURCHASE AND JOINT ESCROW INSTRUCTIONS (the “**Agreement**”) is made and entered into as of April 8, 2026 (“**Agreement Date**”), by and between **SALINAS VALLEY SOLID WASTE AUTHORITY**, a California Joint Powers Authority (“**Seller**”), and **MONTEREY-SALINAS TRANSIT DISTRICT**, a California Special District (“**Buyer**”).

**ARTICLE 1  
PURCHASE AND SALE; EFFECTIVE DATE**

1.1 **Agreement.** In consideration of the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the “**Property**” to Buyer, and Buyer agrees to purchase the Property, for a purchase price equal to five million, nine hundred seventy five thousand dollars (\$5,975,000.00) (“**Purchase Price**”) and upon the terms and conditions set forth in this Agreement.

For purposes hereof, “**Property**” means, collectively all of Seller’s right, title and interest in the Real Property and any improvements thereto.

“**Real Property**” means that certain real property owned by Seller, located in the City of Salinas, the County of Monterey, State of California, 139 Sun Street, Salinas, CA (APNs **003-051-087- & 003-051-086**) (“Property”), as more particularly described on **Exhibit A-1** attached hereto, together with all tenements, hereditaments, easements, rights-of-way and appurtenances belonging or in any way appertaining to the same.

“**Conveyed Property**” means that certain real property specifically described in Exhibit A-2 of this Agreement, which Buyer agrees to convey to Seller upon closing of escrow and receiving full ownership/control of the Property, Buyer agrees to convey to Seller a strip of land as specifically described in **Exhibit A-2** of this Agreement at no cost to the Seller.

“**Improvements**” means all buildings, structures, improvements and fixtures located on the Real Property.

1.2 **Effective Date.** This Agreement shall be effective (“**Effective Date**”) upon execution by both Parties.

**ARTICLE 2  
CONSIDERATION**

2.1 **Purchase Price.** The purchase price to be paid by Buyer to Seller for the sale, transfer, assignment and conveyance of the Property is Five Million Nine Hundred Seventy-Five Thousand dollars (\$5,975,000.00) (hereinafter “**Purchase Price**”). Buyer has no right to purchase, and Seller has no obligation to sell, less than all of the Property.

2.2 **Conveyed Property.** In addition, upon closing of escrow and receiving full ownership/control of the Property, Buyer agrees to convey to Seller the Conveyed Property as defined in section 1.1 above, and more specifically described in **Exhibit A-2** of this Agreement.

2.3 **Deposit.**

2.3.1 **Delivery of Deposit.** Not later than 5:00 pm Pacific Time on Five (5) Business Days after Effective Date, Buyer shall deliver an earnest money deposit equal to Five Hundred Ninety-Seven Thousand Six Hundred dollars (\$597,600.00) (“**Deposit**”) to Chicago Title (“**Escrow Holder**”) in Good Funds as defined in **Section 2.3.4.**

2.3.2 **Independent Consideration.** Notwithstanding anything to the contrary contained herein, the Deposit being delivered by Buyer includes the amount of One Hundred and No/100 Dollars (\$100.00) as independent consideration for Seller’s performance under this Agreement (“**Independent Consideration**”), which shall be retained by Seller in all instances and shall not be applied to the Purchase Price at Closing.

2.3.3 **Disputes over Deposit.** In the event Escrow Holder receives inconsistent instructions relating to the Deposit, Escrow Holder shall disregard all instructions received and at its option either (i) hold the Deposit until the dispute is mutually resolved by Seller and Buyer and Escrow Holder is advised of fact in writing signed by both Seller and Buyer, or Escrow Holder is otherwise instructed by a final non-appealable judgment of a court of competent jurisdiction, or (ii) interplead the Deposit into a court of competent jurisdiction (whereupon Escrow Holder shall be released and relieved of any and all liability and obligations hereunder from and after the date of such deposit). Other than solely in connection with the Closing hereunder, in no event shall Escrow Holder disburse the Deposit (or a portion thereof, as the case may be) to one party until at least ten (10) days after Escrow Holder has sent a copy of the demand notice of such party certifying the basis for its entitlement to receive the Deposit (or a portion thereof, as the case may be) to the other party, nor thereafter, if Escrow Holder shall have received a notice of objection from the other party setting forth the basis for objection to the delivery of the Deposit (or portion thereof, as the case may be).

2.3.4 **Good Funds.** All funds deposited in Escrow shall be in “**Good Funds**” which means a wire transfer of funds, cashier’s or certified check drawn on or issued by the offices of a financial institution located in the State of California.

2.4 **Balance of Purchase Price.** Not later than two (2) Business Days prior to the scheduled close of Escrow, the balance of the Purchase Price less the Deposit plus any closing costs allocated to Buyer shall be deposited into Escrow in Good Funds.

2.5 **Closing Distribution.** At Closing, the funds due to Seller shall be paid to Seller by wire transfer of immediately available federal funds.

**ARTICLE 3**  
**INSPECTION AND TITLE REVIEW**

3.1 **Buyer’s Inspections**

3.1.1 **Inspections, Tests and Studies.** Commencing as of the Effective Date and subject to compliance with **Section 3.4** below, Buyer and Buyer’s authorized agents, consultants,

contractors and representatives shall be allowed access to the Real Property and the Improvements at reasonable times to inspect and conduct reasonably necessary tests and studies of the Real Property and the Improvements including, but not limited to, , structural studies, lead paint, and other testing as required by Buyer. If Buyer desires access to the Real Property and the Improvements, Buyer shall give at least two (2) Business Days' prior written notice to Seller (which notices may be by electronic mail) of Buyer's intent to access the Property and Improvements. Seller may impose conditions on Buyer's access to ensure that Buyer takes all reasonably appropriate safety precautions and otherwise observes the requirements of Section 3.4 below. At Seller's option, a representative of Seller may be present for any inspection, test or study. Buyer shall bear the cost of all inspections, tests and studies conducted by or on behalf of Buyer. Buyer shall have the right to disapprove the condition of the Property within the later to occur of (i) fifteen (15) days of the Effective Date, and (ii) completion of Seller's inspection of the Property, receipt of the NHD Report (specified in Section 3.1.3) and the Property Records (defined in Section 3.2) pursuant to the foregoing.

3.1.2 **Buyer's Delivery of Information to Seller.** If this Agreement is terminated for any reason, Buyer agrees to promptly deliver to Seller, at no material cost to Seller, copies of any and all reports, tests, studies and test results prepared by third parties which are obtained by Buyer or prepared by or on behalf of Buyer with respect to the Property, whether obtained prior to or after the Effective Date, including those involving the structural, geologic, environmental or other condition of the Property (collectively, "**Buyer's Information**"). Seller hereby acknowledges that Buyer has not made and does not make any warranty or representation regarding the truth, completeness, or accuracy of any Buyer's Information.

3.1.3. **Natural Hazard Disclosure Report.** Within two (2) days of Opening of Escrow, Escrow Holder shall order and deliver to parties a commercial natural hazard disclosure report issued by Disclosure Source ("**NHD Report**"). If Buyer approves the NHD Report, it shall execute the standard acceptance page included in the NHD Report.

3.2 **Document Review.** Buyer acknowledges that, because (i) Seller obtained ownership of the Property through foreclosure, and (ii) the Property is not an operating asset, Seller has limited documents and records related to the Property including any and all notices from any governmental agency regarding the Property (collectively, the "**Property Records**") in its possession or control. Seller agrees to provide all Property Records to Buyer within three (3) days of the Effective Date; provided, as the majority of the Property Records were created by a previous owner of the Property, Seller makes no representation whatsoever as to the accuracy or the completeness of such Property Records—in fact, Buyer expressly advises Seller that some of the Property Records created by such previous owner of the Property may be unreliable or incorrect in material respects. Seller has not undertaken any significant independent investigation as to the truth, accuracy or completeness of the Property Records and Seller is providing the Property Records, or making them available to Buyer, solely as accommodation to Buyer.

### 3.3 **Title and Survey.**

3.3.1 **Title and Survey Documents.** Buyer acknowledges that Seller received the Property via trustee's deed. Prior to the execution and delivery of this Agreement, Buyer received a copy of that certain Amended Preliminary Report for the Property prepared by Chicago Title ("**Title Company**") a copy of which is attached hereto as **Exhibit B** ("**Title Report**"). Buyer may, in its discretion, obtain and deliver to the Title Company an ALTA/ACSM survey of the Real Property

(“**ALTA Survey**”). Any title exception(s) for discrepancies, conflicts in boundary lines, shortages in area, encroachments, easements or claims of easements and other matters which would be disclosed by a physical inspection of the Real Property and the Improvements or by an ALTA/ACSM survey of the Real Property (collectively, “**Survey Exceptions**”) will be Permitted Exceptions unless objected to by Buyer and subsequently removed from the Title Report. The issuance and receipt of such ALTA Survey and/or such ALTA Extended Coverage shall not be a Buyer Closing Condition or delay the Closing unless such matters are required by the Grant Funding Source.

3.3.2 **Review of Title**. All title exceptions reflected in the Title Report shall be conclusively deemed to be approved and accepted by Buyer and deemed Permitted Exceptions except any exception(s) for delinquent property taxes or supplemental taxes and supplemental taxes.

3.3.3 **Title Updates Following Final Approval Deadline**. In the event the Title Company amends or updates the Title Report after the Effective Date (each, a “**Title Report Update**”), Seller shall promptly deliver or cause Title Company to deliver a copy of such Title Report Update to Buyer and Buyer may submit to Seller in writing (“**Buyer’s Updated Title Objection Notice**”) any objections to matters of title first raised by the Title Company in such Title Report Update and not previously known to Buyer or otherwise caused by Buyer (collectively, “**Objections**”) within five (5) Business Days after its receipt of such Title Report Update (each, a “**Title Update Review Period**”). Seller shall have one (1) Business Day following receipt of such Buyer’s Updated Title Objection Notice to deliver written notice (“**Seller’s Updated Title Notice**”) to Buyer as to whether Seller is willing to cure such Objections and if Seller elects to cure such Objections, Seller shall have the right to extend the Closing Date in order to effect such cure. If Seller fails to deliver such Seller’s Updated Title Notice, Seller shall be deemed to have notified Buyer that Seller is not willing to cure the Objections. If Seller is unable or unwilling or is deemed to be unwilling to cure all of the Objections, Buyer shall (as its sole and exclusive remedy) have five (5) Business Days following Buyer’s receipt of Seller’s Updated Title Notice (or, if no Seller’s Updated Title Notice is delivered, seven (7) Business Days after the expiration of the period during which Seller was to deliver Seller’s Updated Title Notice) to terminate this Agreement in writing. Any Objections shall be deemed part of the Disapproved Exceptions.

3.3.4 **Use of Purchase Price to Discharge Liens or Bond Over Same**. At the Closing, Seller may, at Seller’s option, elect to pay off any liens with funds due to Seller at Closing to cause the removal any such monetary exception which is a Disapproved Exception.

3.3.5 **Title Policy**. The Title Company’s willingness to issue, upon the condition of the payment of the Title Company’s premium and the delivery of the documents referred to in Section 4.5 below, an ALTA standard Owner’s Policy of Title Insurance issued by Chicago Title Company (referred to herein as the “**Title Policy**”) insuring Buyer’s interest as of the Closing in the Real Property in the amount of the Purchase Price, subject only to that form of title policy standard conditions and exclusions from coverage and the Permitted Exceptions (as defined below), shall be a Buyer Closing Condition.

3.3.6 **Permitted Exceptions**. As used in this Agreement, the term “**Permitted Exceptions**” shall mean (a) all matters disclosed in the Title Report (including a general survey exceptions) or in any update, amendment, or change thereto, that (i) are not Disapproved Exceptions, or (ii) Seller has not expressly agreed in writing to cure; (b) the Use Restriction (as defined in Section

3.6 hereof); (c) non-delinquent real estate taxes and assessments; (d) all matters caused by Buyer or arising through Buyer; and (d) all other matters existing to which Buyer has consented in writing.

### 3.4 **Inspection Obligations.**

3.4.1 **Buyer's Responsibilities/Indemnity.** Buyer agrees that when entering the Real Property or the Improvements for any purpose, Buyer and Buyer's agents, consultants, contractors and representatives shall be obligated to: (a) not cause or permit damage to any part of the Property or any personal property located thereat; (b) not injure or otherwise cause bodily harm to any party whatsoever; (c) maintain commercial general liability (occurrence) insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering any accident arising in connection with the presence of Buyer and Buyer's agents, consultants, contractors and representatives on the Real Property or the Improvements and to deliver a certificate of insurance verifying such coverage to Seller prior to any entry upon the Real Property; (d) promptly pay when due the costs of all tests, investigations, studies and examinations done with regard to the Property; (e) not permit any liens to attach to the Property by reason of the exercise of Buyer's rights hereunder and promptly remove or cause to be removed (by bonding or otherwise) any such liens which attach to the Property; and (f) reasonably restore the Real Property and the Improvements to the condition in which the same was found before any such inspections, tests or studies were undertaken. Buyer shall indemnify, defend with counsel approved by Seller, protect and hold Seller and Seller's respective agents, advisors, employees and contractors harmless from and against any and all liens, claims, losses, liabilities, damages, costs, causes of action and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Claims**") arising out of or otherwise related to (a) Buyer's investigations, inspections, tests and studies of the Property, and (b) any violation by Buyer or Buyer's agents, consultants, contractors or representatives of the provisions of this Article 3; excluding, however, any Claims to the extent arising from the negligence or intentional misconduct of a person to be indemnified hereunder. Notwithstanding the foregoing, such indemnification obligations shall not apply or extend to any Claims arising out of any mere discovery by Buyer or any of Buyer's agents, consultants, contractors or representatives of any pre-existing adverse conditions at the Property. Buyer's indemnity set forth in this Section 3.4.1 shall survive the termination of this Agreement.

3.5 **Cancellation of Service Contracts.** On or before the Closing Date, Seller shall terminate any service, supply, maintenance, repair, construction and management contracts to which Seller is a party that relates to the Property (collectively, the "**Service Contracts**"); provided, that Buyer may advise Seller that it desires to assume certain Service Contracts from Seller, in which case, Seller will make reasonable efforts to transition any such Service Contracts to Buyer at Closing pursuant to the Bill of Sale as defined in Section 4.5.2. After Closing Seller shall remain solely liable under any Service Contracts which Buyer has not requested be assigned to Buyer.

## **ARTICLE 4** **ESCROW AND CLOSING**

4.1 **Escrow.** Buyer and Seller shall open an escrow ("**Escrow**") with Escrow Holder (as defined in Section 2.3.1) for the consummation of the transaction contemplated by this Agreement by delivering this Agreement executed by Buyer and Seller to Escrow Holder. Escrow shall only be responsible for the requirements in Article I, Article 2, Sections 3.1.3 and 3.3, Articles 4, 5 and 12. Upon receipt of this Agreement executed by Buyer and Seller, Escrow Holder shall execute and date

the acceptance Joinder attached hereto solely in order to evidence Escrow Holder's agreement to act as Escrow Holder in accordance with the terms and provisions of this Agreement. This Agreement, together with such supplementary or further escrow instructions as Buyer and Seller shall mutually provide to Escrow Holder by written agreement, shall constitute the instructions to Escrow Holder for the Escrow. Buyer and Seller also agree to execute, if necessary, Escrow Holder's standard general provisions but only to the extent such standard or pre-printed escrow instructions or general provisions are consistent with this Agreement (including Escrow Holder's duties contained herein) and are reasonably acceptable to Seller and Buyer.

4.2 **Close of Escrow.** As used in this Agreement, the "**Closing**" shall mean the consummation of the purchase and sale transaction contemplated by this Agreement through Escrow. The Closing shall occur after satisfaction of all conditions precedent as set forth in Sections 4.3 and 4.4 but not later than fifteen (15) days following the Effective Date ("**Closing Date**"), or any other date upon which Seller and Buyer mutually agree in writing, each in their sole discretion provided

4.3 **Conditions Precedent to the Closing for the Benefit of Buyer.** The Closing and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver by the respective dates designated below of the following conditions precedent for Buyer's benefit set forth below in this Section 4.3. The conditions precedent set forth below in this Section 4.3 are referred to collectively as the "**Buyer Closing Conditions**" and individually as a "**Buyer Closing Condition.**" The Buyer Closing Conditions must be satisfied or otherwise waived by Buyer in part or in-whole by Buyer no later than the Closing Date.

4.3.1 **Seller's Deliveries.** On or before the Closing Date, Seller shall have delivered to Escrow Holder the documents described in Section 4.5 below.

4.3.2 **Property Condition.** Buyer has approved the condition of the Property pursuant to Section 3.1.

4.3.3 **Representations and Warranties.** All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing Date with the same effect as if those representations and warranties were made at and as of the Closing Date.

4.3.4 **Covenants.** As of the Closing Date, Seller shall not be in material default in the performance of any material covenant or agreement to be performed by Seller under this Agreement or the Settlement Agreement.

4.3.5 **Certificate of Acceptance.** Buyer shall provide an executed Certificate of Acceptance to be attached to the Deed for recordation.

4.3.6 **Title Policy.** As of the Closing Date, the Title Company shall be irrevocably committed to issue the Title Policy to Buyer as provided in Section 3.3.4 above and to provide any title insurance policy as may be required by the entity providing the Grant.

4.3.5. **PCOR.** A Preliminary Change of Ownership Statement shall be completed by Buyer in the manner required in Monterey County.

4.4 **Conditions Precedent to the Closing for the Benefit of Seller.** The Closing and Seller's obligations with respect to the transaction contemplated by this Agreement are subject to the timely satisfaction or written waiver by the respective dates designated below of the following conditions precedent for Seller's benefit set forth below in this Section 4.4. The conditions precedent set forth below in this Section 4.4 are referred to collectively as the "**Seller Conditions Precedent**" and individually as a "**Seller Condition Precedent**."

4.4.1 **Buyer's Deliveries.** Buyer shall have delivered to Escrow Holder all of the funds and documents as provided in Section 3, Section 2.44 and in Section 4.6 of this Agreement.

4.4.2 **Representations and Warranties.** All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date made and as of the Closing Date with the same effect as if those representations and warranties were made at and as of the Closing Date.

4.4.3 **Covenants.** As of the Closing Date, Buyer shall not be in default in the performance of any covenant or agreement to be performed by Buyer under this Agreement or the Settlement Agreement.

4.5 **Seller's Deliveries.** No later than the Business Day immediately preceding the Closing Date, Seller shall deliver to Escrow Holder the following:

4.5.1 **Deed.** A grant deed in the form attached as **Exhibit C** hereto for the Real Property, executed and acknowledged by Seller conveying Seller's interest in the Real Property to Buyer ("**Deed**").

4.5.2 **Non-Foreign Certificate.** A signed certification from Seller as required by the Foreign Investors Real Property Tax Act, as amended, in the form attached as **Exhibit E** hereto ("**FIRPTA Certificate**") executed by Seller.

4.5.3 **Form 593.** A California Form 593 confirming Seller's exemption from withholding executed by Seller.

4.5.4 **Authority.** Evidence of the existence, organization and authority of Seller and of the authority of the person executing documents on behalf of Seller reasonably satisfactory to the Title Company.

4.5.5 **Title Affidavit.** Seller's customary "Owner's Affidavit" with Title Company and such further instruments as may be reasonably required by Title Company to consummate the transactions hereunder, in form and substance satisfactory to Seller, duly executed by Seller.

4.5.6 **Other Documents.** Such other documents as may be reasonably required by Buyer to consummate the transactions contemplated herein (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Seller or result in any new or additional obligation, covenant, representation or warranty of Seller under this Agreement beyond those expressly set forth in this Agreement).

4.6 **Buyer's Deliveries.** No later than one (1) Business Day prior to the Closing Date, Buyer shall deliver to Escrow Holder the following:

4.6.1 **Funds**. All funds required to consummate the Escrow including the Final Purchase Price, plus all net prorations, closing costs and other funds required to be paid or provided by Buyer under this Agreement less the amount of the Deposit previously delivered to Escrow (all monies Buyer is required to deliver shall be delivered by wire transfer of immediately available funds to the account designated by Escrow Holder).

4.6.2 **Authority**. Evidence of the existence, organization and authority of Buyer and of the authority of the persons executing documents on behalf of Buyer reasonably satisfactory to the Title Company.

4.6.3 **Other Documents**. Such other documents as may be reasonably required to consummate this transaction.

4.7 **Delivery of Possession**. At Closing, Seller shall deliver possession of the Property to Buyer free from any occupants, tenants or trespassers and to deliver all Personal Property and any materials, items or any other portion of the Property (e.g., keys, equipment manuals, on-site equipment, etc.) to Buyer as of the Closing.

4.8 **Closing Costs**.

4.8.1 **Seller's Closing Costs**. Seller shall pay (a) the premium for the Title Policy (ALTA standard coverage) in amount of the Purchase Price, (b) the cost of any endorsements to the Title Policy requested by Seller and intended to address the Disapproved Exceptions or any other title objection(s) that Seller must cure pursuant to Section 3.3.3 hereof, (c) all legal and professional fees and fees of other consultants engaged by Seller, (d) one-half (½) of all Escrow fees and Escrow costs related to the purchase and sale of the Property (as opposed to any Escrow fees and costs related to any Buyer's financing, all of which shall be paid by Buyer), (e) all recording fees related to Disapproved Exceptions; and (f) all county and city documentary fees and other transfer taxes assessed due to the recording of the Deed. **NOTE:** Transfer taxes are not applicable pursuant to R&T Code Section 11922.

4.8.2 **Buyer's Closing Costs**. Buyer shall pay (a) the additional premium for an ALTA Extended coverage owner's title policy if requested by Buyer to the extent more than the Title Policy, (b) the cost of any endorsements to the Title Policy requested by Buyer (except endorsements to the Title Policy requested by Seller and intended to address the Disapproved Exceptions or any other title objection(s) that Seller must cure pursuant to Section 3.3.3 hereof), (c) all legal and professional fees and fees of other consultants engaged by Buyer, (d) any and all additional Escrow fees and costs and any other costs and expenses whatsoever directly related to any Buyer's financing; (e) one-half (½) of all Escrow fees and Escrow costs related to the purchase and sale of the Property (as opposed to any Escrow fees and costs related to any matters which Seller is obligated to remove from title), and (f) all fees, costs, charges, points, title insurance premiums, recording fees and other costs and expenses of any Buyer's financing, if any. **NOTE:** Buyer is exempt from recording fees for all documents which are recorded for the benefit of Buyer such as the Grant Deed pursuant to Govt Code Section 6103.

4.9 **Real Estate Commissions**. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in

any way connected with any of such transactions. The provisions of this Section 4.9 shall survive the Closing. Seller and Buyer hereby agree to indemnify, defend and hold each other free and harmless from and against any and all commissions or other claims any broker(s) engaged by the indemnifying Party may assert in connection with the transactions contemplated by this Agreement.

## **ARTICLE 5** **PRORATIONS**

5.1 **General.** The items set forth below in this Article 5 are to be adjusted and prorated between Seller and Buyer as of 12:01 a.m. on the Closing Date (“**Adjustment Time**”) such that Buyer shall be deemed to own the Property, and, therefore, responsible for any expenses, for the entire day upon which the Closing occurs.

5.2 **Operating Expenses.** As the Improvements are vacant, Buyer and Seller do not anticipate a need to prorate any utilities and/or other costs and expenses with respect to the operation and maintenance of the Property (“**Operating Expenses**”).

5.3 **Utilities.** Upon Closing all utilities shall be transferred to Buyer and Seller shall be solely responsible for all utility bills prior to Closing.

## **ARTICLE 6** **REPRESENTATIONS AND WARRANTIES**

6.1 **Representations and Warranties of Seller.** Seller represents and warrants to Buyer that the following matters are true and correct as of the Effective Date. Notwithstanding anything in the Agreement to the contrary, Seller is not making any representations or warranties, express or implied, with respect to the Property except as may be expressly and explicitly be provided in this Section 6.1 and then subject to all limitations set forth in this Section 6.1.

6.1.1 **Valid Organization; Legal Power; Duly Authorized; Requisite Action.** Seller is a Joint Powers Authority duly organized and validly existing under the laws of the State of California and authorized to conduct business in the State of California and is authorized to own its property and conduct its business in each jurisdiction where it is required to be so authorized. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. This Agreement is, and all the documents executed by Seller which are to be delivered to Buyer at the Closing will be, duly authorized, executed, and delivered by Seller, and are and will be legal, valid, and binding obligations of Seller (except as limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally). All requisite action (corporate, trust, partnership or otherwise) has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby. No consent of any partner, shareholder, trustee, trustor, beneficiary, creditor, investor, judicial or administrative body, governmental authority or other party is required for Seller to consummate the transaction contemplated by this Agreement, which has not been obtained. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

6.1.2 **Vacant Building**. The Improvements are vacant and, to Seller's knowledge, not subject to any leases and/or occupancy agreements for any space therein. Seller is not party to any leases and/or occupancy agreements for any space therein.

6.1.3 **Documents**. Seller has provided to Buyer true, correct and complete copies of all Property Records and the NHD Report.

6.1.3 **Litigation**. To Seller's knowledge, other than matters disclosed on the Title Report, there is no pending or threatened action or proceeding pending against Seller or the Real Property that could reasonably be expected to prevent Seller from consummating the transactions that are the subject of this Agreement.

6.1.4 **Prohibited Persons**. Seller is not acting directly for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of or facilitating such transaction directly or indirectly on behalf of, any such person.

6.1.5 **Condemnation Proceedings**. To Seller's knowledge, Seller has not received written notice from a governmental authority of any condemnation or eminent domain proceedings or proceedings in the nature or in lieu thereof affecting the Property.

6.1.6 **No Bankruptcy**. There has not occurred at any time the making by Seller of any general assignment for the benefit of creditors, or the filing by Seller or against Seller of a petition to have Seller adjudged a bankrupt or of a petition for reorganization under any law relating to bankruptcy, or the appointment of a trustee or receiver to take possession of substantially all of the interest of Seller in the Property, or the attachment, execution or judicial seizure of substantially all the assets of Seller or the interests of Seller in the Property or any legal proceeding in which Seller is adjudicated as being, or stipulates to being, insolvent or unable to pay its debts as they come due.

6.2 **Definition of Seller's Knowledge**. For purposes of this Agreement, whenever the phrase "to Seller's knowledge" or words of similar import are used, they shall be deemed to refer to the present actual (as opposed to constructive or imputed) knowledge without any duty of investigation or inquiry whatsoever by such person. Buyer acknowledges that the foregoing individual named above is named solely for the purpose of defining and narrowing the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from such individual to Buyer. Buyer covenants that Buyer will bring no action of any kind against such individual or any officer, director, member or shareholder of Seller arising out of the representations and warranties made by Seller in Section 6.1 above.

6.3 **Survival Period**. The representations and warranties of Seller set forth in above shall be deemed made as of the Effective Date and shall survive for two (2) years following the Closing ("**Warranty Expiration Date**") and shall automatically expire upon the Warranty Expiration Date unless (i) Buyer notifies Seller in writing of each alleged breach and stating in reasonable detail the factual basis for such breach prior to the expiration of the Warranty Expiration Period and (ii) Buyer commences suit against Seller with respect to any alleged breach within sixty (60) calendar days after the Warranty Expiration Date (and, in the event any such suit is timely commenced by Buyer against

Seller, shall survive thereafter only insofar as the subject matter of the alleged breach specified in such suit is concerned). If suit is not timely commenced by Buyer prior to the Warranty Expiration Date, then Seller's representations and warranties shall thereafter be void and of no force or effect.

6.4 **Intentionally Deleted.**

6.5 **Subsequent Changes.** If Seller becomes aware of any fact or circumstance which would materially and adversely change one of its foregoing representations or warranties, then Seller will give notice of such changed fact or circumstance to Buyer, provided that, notwithstanding anything to the contrary contained in this Agreement and for all purposes hereunder a representation by Seller which is true and accurate in all material respects as of the Effective Date and thereafter becomes untrue or inaccurate in any material respect shall not be deemed to be a misrepresentation by Seller or constitute a basis for Buyer to terminate this Agreement unless such representation became untrue solely by reason of Seller's default of its covenants under this Agreement pertaining to the period between the Effective Date and Closing ("**Seller Default Caused Misrepresentation Qualification**"). Upon the General Manager of Buyer becoming aware or having knowledge of, by any means, of any fact or circumstance which evidences a material breach by Seller of its representations or warranties contained herein or which would otherwise constitute a material breach thereof by Seller, which material breach is not cured by the Closing Date, Buyer, then, subject in all respects to the Seller Default Caused Misrepresentation Qualification, as its sole remedy, shall have the option of (i) waiving the breach of warranty or change, and proceeding with the Close of Escrow, or (ii) terminating this Agreement, in which event the Deposit and any other funds deposited by Buyer into the Escrow shall be returned to Buyer, and any other costs to be paid by Buyer in accordance with the terms of this Agreement. Any such election shall be made by Buyer not later than three (3) Business Days (but no later than the Closing Date) from Buyer becoming aware of such fact. If Buyer does not so elect to terminate this Agreement pursuant to this Section 6.5, then Buyer shall be deemed to have elected to waive its rights to terminate this Agreement pursuant to this Section 6.5, elected to acquire the Property on the terms set forth in this Agreement, and waived all remedies at law or in equity with respect to any representations or warranties resulting from the facts or circumstances disclosed by Seller in its notice to Buyer.

6.6 **Seller Indemnity.** Subject to the below, Seller shall, effective from and after the Closing Date, as the sole and exclusive obligation of Seller with respect to the representations and warranties of Seller set forth in Section 6.1 above, indemnify, defend and hold Buyer harmless from and against any actual, direct damages (including reasonable out-of-pocket attorneys' fees and other legal costs but specifically excluding any consequential, speculative or punitive damages) which are incurred by Buyer after the Closing and prior to the Warranty Expiration Date and which Buyer can prove would not have been incurred but for any inaccuracy as of the Closing Date (but subject in all respects to Seller Default Caused Misrepresentation Qualification) in the representations and warranties of Seller set forth in the Section 6.1 above subject to Section 6.5 and Section 6.6.

6.7 **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller that the following matters are true and correct as of the Effective Date and will also be true and correct as of the Closing:

6.7.1 **Valid Organization; Legal Power; Duly Authorized; Requisite Action.** Buyer is a California municipal corporation, duly organized and validly existing under the laws of the State of California and is authorized to own its property and conduct its business in each jurisdiction

where it is required to be so authorized. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby. This Agreement is, and all the documents executed by Buyer which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Buyer, and is and will be legal, valid, and binding obligations of Buyer (except as may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally).

## **ARTICLE 7** **COVENANTS**

7.1 **Insurance.** Until the Closing, Seller shall keep the Property insured against fire, vandalism and other loss, damage and destruction with the substantially same coverage, policy limits and deductible amounts as are currently maintained by Seller.

7.2 **Operation of Property.** Until the Closing, Seller shall maintain the Property in a safe and secure manner.

7.3 **Capital Improvements.** From and after the Effective Date, Seller shall not undertake, and shall not be obligated to undertake, any capital improvements or material alterations or renovations to the Property without Buyer's consent.

7.4 **New Contracts.** From and after the Effective Date, Seller shall not enter into any new contract or other agreement, affecting the Property, which would survive the Closing and which would be binding upon Buyer, without the prior written consent of Buyer.

## **ARTICLE 8** **"AS-IS" SALE**

8.1 **Disclaimer of Representations and Warranties by Seller.** EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN SECTION 6.1 OF THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT NEITHER SELLER NOR ANY OF SELLER'S AGENTS, EMPLOYEES OR CONTRACTORS HAS MADE AND IS NOT NOW MAKING, AND BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON (DIRECTLY OR INDIRECTLY), ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE PHYSICAL, STRUCTURAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS COMPLIANCE WITH LAWS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY WITH QUALIFIED PERSONNEL AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO BUYER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM

A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. BUYER ACKNOWLEDGES THAT MANY OF THE PROPERTY RECORDS WERE PREPARED BY OR OBTAINED FROM A PRIOR OWNER OF THE PROPERTY AND THE ACCURACY OF WHICH CANNOT BE VERIFIED BY SELLER. BUYER AGREES TO FULLY AND IRREVOCABLY RELEASE SELLER FROM ANY AND ALL CLAIMS THAT BUYER MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION, EXCEPT TO THE EXTENT ARISING OUT OF (I) A BREACH BY SELLER OF A REPRESENTATION OR WARRANTY (SUBJECT TO THE LIMITATIONS OF TIME AND MONEY SET FORTH IN SECTIONS 10.3 AND 10.4 HEREIN) MADE HEREIN, OR (II) ANY THIRD- PARTY CLAIM FOR PERSONAL OR PROPERTY DAMAGE ARISING PRIOR TO THE CLOSING AND NOT RESULTING FROM ACTS OR OMISSIONS OF BUYER OR ANY OF ITS AGENTS TAKEN IN BREACH OF THIS AGREEMENT. BUYER SHALL ACCEPT THE PROPERTY “AS IS, WHERE IS,” WITH ALL FAULTS AND DEFECTS (LATENT AND APPARENT).

IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTION 25359.7, BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS INFORMED BUYER THAT THERE MAY BE HAZARDOUS MATERIALS LOCATED ON THE PROPERTY, AND THAT BUYER IS ADVISED TO FULLY INVESTIGATE THE EXISTENCE OF ANY HAZARDOUS MATERIALS AT THE PROPERTY.

## 8.2 Buyer’s Release of Seller.

8.2.1 Seller Released from Liability. Subject only to Section 6.7 above, and those obligations of Seller hereunder which this Agreement specifically provides shall survive the Closing, Buyer, hereby waives any right to recover from and fully and irrevocably releases Seller and Seller’s employees, officers, directors, representatives, agents, advisors, attorneys, affiliates, parent, subsidiaries, successors and assigns, and all persons, firms, corporations and organizations acting on Seller’s behalf (“Seller Released Parties”) from any and all claims, responsibility and/or liability that Buyer may now have or hereafter acquire against any of the Seller Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related in any way to the condition of the Property. This release includes claims of which Buyer, is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer would materially affect Buyer’s release of the Seller Released Parties; provided, however, in no event shall the foregoing release by Buyer include any claims relating to or arising from Seller’s fraud, negligence or misrepresentation. Except as specified above, Buyer specifically waives the provision of any statute or principle of law, which provides otherwise with respect to the condition of the Property.

**BUYER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:**

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**

**KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

CS Buyer's Initials

8.2.2 **Claims Under Environmental Laws.** Subject only to Section 6.7 above, and those obligations of Seller hereunder which this Agreement specifically provides shall survive the Closing, Buyer hereby waives any right to recover from and fully and irrevocably releases Seller and Seller's employees, officers, directors, representatives, agents, advisors, attorneys, affiliates, parent, subsidiaries, successors and assigns, and all persons, firms, corporations and organizations acting on Seller's behalf ("**Seller Released Parties**") from any and all claims, responsibility and/or liability that Buyer may now have or hereafter acquire against any of the Seller Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related in any way to Unknown Environmental Liabilities, Hazardous Substance liability and/or violation of Environmental Laws upon the Property. This release includes claims of which Buyer is presently unaware or which Buyer does not presently suspect to exist which, if known by Buyer would materially affect Buyer's release of the Seller Released Parties; provided, however, in no event shall the foregoing release by Buyer include any claims relating to or arising from Seller's fraud, negligence or misrepresentation. Except as specified above, Buyer specifically waives the provision of any statute or principle of law, which provides otherwise with respect to the condition of the Property. Nothing in this section, nor this Agreement, alters the immunities, defenses or requirements provided to Seller pursuant to state and/or federal law. As used herein, (a) "**Environmental Laws**" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended, or the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.), as amended, the applicable provisions of the California Public Health and Safety Code, as amended, or any similar federal, state or local law, ordinance, rule or regulation applicable to the Property, including any principles of common law or common law theories; and (b) "**Hazardous Substances**" means any hazardous, toxic or dangerous waste, substance or material, any pollutant or contaminant, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), radon gas, urea formaldehyde or asbestos; and (c) "**Unknown Environmental Liabilities**" means future obligations to remediate Hazardous Substances which are located on or in any of the Property prior to the Closing, whether or not such Hazardous Substance is disclosed by any of the Property Records or the Buyer's Information or any other source prior to the Closing.

8.3 **Survival.** The foregoing provisions of this Article 8, including the waivers and releases by Buyer, shall survive the Closing and the recordation of the Deed, and shall not be deemed merged into the Deed or other documents and instruments delivered at Closing.

## **ARTICLE 9** **REMEDIES**

9.1 **Liquidated Damages; Seller's Remedies.** IN THE EVENT THE CLOSING DOES NOT OCCUR DUE TO BUYER'S BREACH, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER AS A RESULT THEREOF. THEREFORE, BUYER AND SELLER

HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IF BUYER BREACHES THIS AGREEMENT AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL, EXCEPT AS OTHERWISE PROVIDED HEREIN, BE, AS SELLER’S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), AND AS THE FULL, AGREED AND LIQUIDATED DAMAGES FOR SUCH BREACH, AN AMOUNT EQUAL TO THE DEPOSIT. IN THE EVENT OF ANY SUCH BREACH BY BUYER, UNLESS OTHERWISE SPECIFIED, UPON NOTICE FROM SELLER THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT AND RETAIN SUCH LIQUIDATED DAMAGES FROM BUYER AND ESCROW HOLDER; THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY AND IS NOT INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER. ALSO, THIS PROVISION SHALL NOT LIMIT INDEMNITY OBLIGATIONS OF BUYER TO SELLER UNDER THIS AGREEMENT.

Buyer Initials CS Seller Initials CS

9.2 **Buyer’s Remedies.** Upon Seller’s breach of this Agreement, Buyer shall have all remedies available at law or equity.

**ARTICLE 10**  
**CONDEMNATION**

10.1 If, prior to Closing, any governmental authority or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to a Material Portion of the Property (as defined below), and the same is not dismissed prior to the Closing Date, Buyer shall be entitled, as Buyer’s sole remedy, to terminate this Agreement upon written notice to Seller (a) within five (5) Business Days following notice by Seller to Buyer of such condemnation or the threatened condemnation or (b) on the Closing Date, whichever occurs first; provided, however, that Buyer shall have no right to terminate or renegotiate this Agreement if such eminent domain proceeding (or any steps preliminary thereto) shall be initiated as an alternative means to acquire the Property for the benefit of Buyer. If Buyer does not terminate this Agreement pursuant to the preceding sentence, Buyer shall be conclusively deemed to have elected to accept such condemnation and waives any right to terminate this Agreement as a result thereof provided that all condemnation proceeds shall be paid to Buyer. For purposes of this Section 10.1, a “**Material Portion of the Property**” shall mean that portion of the Property and Improvements which, if taken or condemned, would reduce the value of the entire Property subject to this Agreement by more than thirty percent (30%) of the Purchase Price. If Buyer elects to terminate this Agreement under this Section 10.1, the Deposit shall be returned to Buyer and thereafter neither party shall have any further rights or obligations under this Agreement. If Buyer waives (or is deemed to have waived) the right to terminate this Agreement as a result of such a condemnation, then despite such condemnation, Seller and Buyer shall proceed to Closing in accordance with the terms of this Agreement with no reduction in the Purchase Price, and Seller shall assign to Buyer at Closing, all of Seller’s right, title and interest in and to all proceeds resulting or to result from said condemnation.

## **ARTICLE 11**

### **CASUALTY DAMAGE**

If, prior to the Closing, any of the Improvements are damaged by fire or other casualty (collectively, “**Casualty**”), promptly after Seller obtains actual knowledge of such Casualty, Seller shall deliver to Buyer written notice thereof (“**Casualty Loss Notice**”) together with Seller’s determination as to whether the damage constitutes a Material Damage (as defined below). For the purposes of this Article 11, “**Material Damage**” shall mean damage to the Improvements which is either (A) of such nature that the cost of restoring the Improvements to their condition prior to the Casualty or the cost of removing the Improvements after the Casualty will, in Seller’s reasonable determination, exceed thirty percent (30%) of the Purchase Price, whether or not such damage is covered by insurance or (B) uninsured and Seller does not elect to credit Buyer with an amount equal to the actual cost to repair or remove such uninsured Casualty. If, prior to the Closing, the Improvements sustain Material Damage by a Casualty, Buyer may, at Buyer’s option, terminate this Agreement by delivering written notice thereof to Seller and Escrow Holder within the earlier of (a) five (5) Business Days after Buyer’s receipt of the Casualty Loss Notice or (b) the Closing Date. If the Improvements are damaged by a Casualty which is a Material Damage, and Buyer does not elect to terminate this Agreement or if Buyer fails to deliver written notice of termination within the time period set forth hereinabove for a Material Damage, then: (i) the parties shall proceed to close this transaction for the Purchase Price and in accordance with the other terms of this Agreement; and (ii) Seller shall assign to Buyer all of Seller’s rights in the resulting casualty insurance proceeds. If the Closing occurs after the Improvements are damaged by a Casualty which is not a Material Damage, then Seller shall reasonably cooperate with Buyer, at no cost or expense to Seller, to assist Buyer in collecting casualty insurance proceeds from Seller’s insurer. If Buyer elects to terminate this Agreement under this Article 11, the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement.

## **ARTICLE 12**

### **MISCELLANEOUS**

12.1 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the parties hereto.

12.2 **No Assignment.** Buyer may not assign its rights under this Agreement or to the Property at any time without the prior written consent of Seller, which consent may be withheld in Seller’s sole and absolute discretion, and any such assignment shall automatically be deemed null and void and a material default by Buyer hereunder; provided, that Buyer may, without Seller’s consent, assign this Agreement to a special purpose entity established for the sole purpose of owning and operating the Property and controlled by or under common control with Buyer. Buyer shall provide Seller with notice of such permitted assignment at least three (3) days prior to the Closing Date which notice shall include a copy of the assignment agreement which shall provide that (i) the permitted assignee assumes all of Buyer’s obligations hereunder, and (ii) that Buyer shall not be released with respect to any of its obligations or liabilities under this Agreement.

12.3 **Notices.** Any notice, communication, request, reply or advice (collectively, “**Notice**”) provided for or permitted by this Agreement to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by delivering the same to such

party in person, (b) by electronic mail, concurrently followed by a “hard” copy of same delivered to the party by personal delivery or overnight delivery pursuant to clauses (a) or (c) hereof (provided that no follow-up “hard copy” shall be required if and only if the receiving notice party confirms receipt and adequacy of the delivery by electronic mail), or (c) by nationally recognized overnight delivery service. Notices given in accordance with the foregoing shall be deemed given or sent (i) upon receipt in the case of clause (a) above, (ii) upon the sending of such transmission in the case of clause (b) above, and (iii) upon delivery (as confirmed by such overnight delivery service’s online tracking function) in the case of clause (c) above. For the purposes of notice, the addresses of Seller, Buyer are set forth below. Notices may be sent by the attorneys for the respective parties and each such Notice so served shall have the same force and effect as if sent by such party.

**Buyer:**

Monterey-Salinas Transit District  
19 Upper Ragsdale Drive, Ste. 100  
Monterey, CA 93940  
Attn: Carl Sedoryk, General Manager

**With a copy to:**

Bernadette M. Duran-Brown  
Nossaman LLP  
18101 Von Karman Avenue, Ste. 1800  
Irvine, CA 92612  
Email : [bduran-brown@nossaman.com](mailto:bduran-brown@nossaman.com)

**Seller:**

Salinas Valley Solid Waste Authority  
126 Sun Street  
Salinas, CA 93901  
Attn: Cesar Zuniga, General Manager

**With a copy to:**

Burke, Williams & Sorensen, LLP  
1999 Harrison St., Suite 1650  
Oakland, CA 94612  
Attn: Roy C. Santos, General Counsel  
Email: [rsantos@bwsllaw.com](mailto:rsantos@bwsllaw.com)

12.4 **Time of the Essence.** Time is of the essence in all things pertaining to the performance of this Agreement by each party including, without limitation, performing its closing obligations on the Closing Date.

12.5 **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California.

12.6 **Business Days**. If any date or any period provided for in this Agreement shall end on a day that is not a Business Day, the applicable date or period shall be extended to the first Business Day following such day. For the purposes of this Agreement, “**Business Days**” shall mean any day other than a Saturday, a Sunday or a Federal holiday on which banks are closed for business in Monterey County, California.

12.7 **No Recordation**. Without the prior written consent of Seller, there shall be no recordation of either this Agreement or any memorandum hereof or any affidavit pertaining hereto, and any such recordation shall constitute a material default hereunder by Buyer, whereupon this Agreement shall, at the option of Seller, terminate and be of no further force and effect.

12.8 **Multiple Counterparts**. This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes) and each signature page to this Agreement may be executed separately and then attached hereto.

12.9 **Severability**. If any provision of this Agreement or application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby.

12.10 **Third-Party Beneficiaries**. Nothing contained in this Agreement shall under any circumstances whatsoever be deemed or construed, or be interpreted, as making any third party a beneficiary of any term or provision of this Agreement.

12.11 **Further Actions**. Buyer and Seller shall execute or cause to be executed all such instruments or agreements as may be reasonably necessary in order to carry out the purpose of this Agreement, and each party shall do all other acts reasonably necessary or reasonably requested by the other to carry out the intent and purpose of this Agreement.

12.12 **Participation in Drafting**. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Seller and Buyer each acknowledge that they participated equally in the drafting of this Agreement and, accordingly, no court construing this Agreement shall construe it more stringently against one party than any other.

12.13 **No Partnership/Fiduciary Relationship**. The parties acknowledge and agree that the relationship created by this Agreement between Seller and Buyer is one of contract only, and that no partnership, joint venture or other fiduciary or quasi-fiduciary relationship is intended or in any way created hereby.

12.14 **Exculpation**.

12.14.1 **Seller Exculpated Parties**. Notwithstanding anything to the contrary contained herein, no direct or indirect member, partner, manager or other entity having a direct or indirect interest in, or management responsibility for Seller (a “**Seller Parent**”), and no officer, director, trustee, shareholder, employee or other representative of Seller or of a Seller Parent (collectively, inclusive of Seller Parents, the “**Seller Exculpated Parties**”), shall have any liability under this Agreement whatsoever, and no Seller Exculpated Party shall now or hereafter be deemed

to have any liability for, or have otherwise guaranteed, any obligations or other actions of Seller hereunder or otherwise relating to the transaction contemplated hereby, except with respect to Buyer's rights by statute to seek to recover proceeds of the Purchase Price actually distributed or paid by Seller to Seller's partners. Except with respect to Buyer's rights by statute to seek to recover proceeds of the Purchase Price actually distributed or paid by Seller to Seller's partners, Buyer hereby irrevocably and unconditionally, now and forever (i) releases, remises, acquits and discharges each Seller Exculpated Party from and against any and all claims for relief, controversies, suits, actions, causes of action, liabilities, obligations, judgments, damages, expenses, claims, counterclaims, cross-claims or demands, in law or in equity, asserted or unasserted, express or implied, foreseen or unforeseen, real or imaginary, suspected or unsuspected, known or unknown, liquidated or non-liquidated, of any kind or nature or description whatsoever relating to this Agreement and transactions relating thereto, and (ii) covenants not to sue any Seller Exculpated Party on account of this Agreement or transactions relating thereto. The foregoing shall not limit Buyer's right against Seller and against Seller Exculpated Parties to the extent that same received, directly or indirectly, any of the Purchase Price.

12.14.2 **Buyer Exculpated Parties.** No officials, officers, agents, consultants, representatives, attorneys, staff or employees of Buyer (collectively, the "**Buyer Exculpated Parties**"), shall have any liability under this Agreement whatsoever, and no Buyer Exculpated Party shall now or hereafter be deemed to have any liability for, or have otherwise guaranteed, any obligations or other actions of Buyer hereunder or otherwise relating to the transaction contemplated hereby. Seller, together with its successors and assigns, hereby irrevocably and unconditionally, now and forever (i) releases, remises, acquits and discharges each Buyer Exculpated Party from and against any and all claims for relief, controversies, suits, actions, causes of action, liabilities, obligations, judgments, damages, expenses, claims, counterclaims, cross-claims or demands, in law or in equity, asserted or unasserted, express or implied, foreseen or unforeseen, real or imaginary, suspected or unsuspected, known or unknown, liquidated or non-liquidated, of any kind or nature or description whatsoever relating to this Agreement and transactions relating thereto, and (ii) covenants not to sue any Buyer Exculpated Party on account of this Agreement or transactions relating thereto.

12.15 **Electronic Signatures.** Buyer and Seller agree that this Agreement may be executed electronically of electronic signatures using a system which complies with UETA and ESIGN such as DocuSign and AdobeSign. The parties understand that any document to be recorded in the Official Records of Monterey County may not be executed electronically.

12.16 **Public Agency.** Seller understands that Buyer is a public agency and accordingly this Agreement and the transaction is open to public scrutiny in accordance with California law.

12.17 **Attorney's Fees.** In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first indicated above.

**NOTE:**

**BUYER AND SELLER, AS APPLICABLE MUST INITIAL SECTIONS 8.2.1 AND 9.1.**

**SELLER:**

**Salinas Valley Solid Waste Authority**

By: *Liz Silva*  
8DC517F53795435...  
Elizabeth Silva, President

Dated: April 8, 2026

**ATTEST:**

*Erika J. Trujillo* 4/9/2026  
067ACDFB22A74F6...  
Erika J. Trujillo, Clerk of the Board

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

*Roy C. Santos* 4/9/2026  
23D93EB8B5E14FB...  
Roy C. Santos, General Counsel

**BUYER:**

**Monterey-Salinas Transit District**

By: *Carl Sedoryk*  
580C6ED24671488...  
Carl G. Sedoryk, General Manager/CEO

Dated: 04/09/2026, 2026

**ATTEST:**

*Jeanette Alegar-Rocha* 4/9/2026  
09116E3C9296412...  
Jeanette Alegar-Rocha, Clerk of the Board

APPROVED AS TO FORM:

De LAY & LAREDO

*Michael Laredo* 4/9/2026  
ADE695BC0820422...  
Michael Laredo, General Counsel

**JOINDER BY ESCROW HOLDER**

Chicago Title, referred to in this Agreement as the “Escrow Holder,” hereby acknowledges that it received this Agreement executed and delivered by Seller and Buyer on \_\_\_\_\_, 2026 and accepts the obligations of and instructions for the Escrow Holder as set forth herein.

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
\_\_\_\_\_, Escrow Officer

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF PROPERTY**

**APN/Parcel 003-051-086, 003-051-087**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I 003-051-086:

That portion of the Rancho El Sausal, in the City of Salinas, County of Monterey, State of California, being a portion of the land described in the deed to Goldman Land and Development Company, a Co-partnership, dated November 1, 1965, recorded November 15, 1965 in Reel 433, Page 764, of Official Records, described as follows:

Beginning at the Easterly corner of said Goldman Tract on the Westerly line of Griffin Street, as described in the Deed to the City of Salinas, dated June 29, 1962, recorded in Reel 81, Page 421, of Official Records; thence, along said Westerly line and the Easterly line of said Land of Goldman,

- (1) North 33° 52' 40" West, 256.27 feet; thence
- (2) South 79° 56' 20" West, 572.21 feet; thence
- (3) South 9° 47' 20" East, 74.32 feet; thence
- (4) Along a curve to the left, having a radius of 25 feet, an arc distance of 17.69 feet to a point of reverse curvature; thence
- (5) Along a curve to the right, having a radius of 50 feet, through an angle of 130° 32' 09", an arc distance of 113.91 feet; thence
- (6) South 9° 47' 20" East, 61.34 feet to the Southerly line of said land of Goldman; thence, along said Southerly line,
- (7) North 79° 57' 15" East, 708.82 feet to the point of beginning.

EXCEPTING THEREFROM all that tract of land 18 feet in width as described in the Deed to Southern Pacific Railroad Company, a Corporation, recorded June 10, 1929 in Book 192, Page 296, of Official Records, lying within that parcel of land designated "3.38 Ac." on the Record of Survey filed April 13, 1966 in Volume 7 of Surveys, at Page 130, Official Records of Monterey County, California.

ALSO EXCEPTING THEREFROM a portion of said land the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within, or underlying said land or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas, and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right of ingress and egress beneath the surface of said land to explore for, extract, mine, and remove the same, and to make such use of the said land beneath the surface as is necessary or useful in connection therewith, which use

may include lateral or slant drilling, boring, digging or sinking of wells, shafts or tunnels, provided, however, that said grantor, its successors and assigns shall not use the surface of said land in the exercise of any of said rights and shall not disturb the surface of said land or any improvements thereon, as reserved in the Deed from Southern Pacific Company, a Corporation, recorded October 27, 1966 in Reel 481, Page 660, of Official Records.

PARCEL II 003-051-087:

All that tract of land 18 feet in width as described in the Deed to Southern Pacific Railroad Company, a Corporation, recorded June 10, 1929 in Book 192, Page 296, of Official Records, lying within that parcel of land designated "3.38 Ac." on the Record of Survey filed April 13, 1966 in Volume 7 of Surveys, at Page 130, Official Records of Monterey County, California.

EXCEPTING THEREFROM all minerals and mineral rights, interest, and royalties, including without limiting the generality thereof, oil, gas, and other hydrocarbon substances, as well as metallic or other solid minerals, in and under said property, however, grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of said property in connection therewith, as reserved in the Deed from Southern Pacific Transportation Company, a Delaware Corporation, recorded June 5, 1989 in Reel 2371, Page 1078, of Official Records.

That certain parcel designated "(Remainder) 3.368 Ac." of the Parcel Map in the City of Salinas, County of Monterey, State of California, per the Map filed March 26, 1992 in Volume 18 of Parcel Maps, at Page 152, in the Office of the County Recorder of the County of Monterey, State of California.

**EXHIBIT A-2**

**LEGAL DESCRIPTION OF CONVEYED PROPERTY**

**LEGAL DESCRIPTION**

**FOR PURPOSES OF LOT LINE ADJUSTMENT**

SITUATED IN THE CITY OF SALINAS, MONTEREY COUNTY, CALIFORNIA

THE 3.368 ACRE REMAINDER PARCEL AS SHOWN ON THE PARCEL MAP FILED IN VOLUME 18 OF "PARCEL MAPS" AT PAGE 152, OFFICIAL RECORDS OF MONTEREY COUNTY.

EXCEPTING THEREFROM THE PORTION BEING CONVEYED AS PART OF A LOT LINE ADJUSTMENT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF PARCEL 3, AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE WESTERLY BOUNDARY OF SAID PARCEL 3

- 1) N 9° 46'07" W, 39.86 FEET; THENCE DEPARTING SAID BOUNDARY OF PARCEL 3 ALONG THE NORTHERLY BOUNDARY OF SAID REMAINDER PARCEL
- 2) S 79° 57'04" W, 100.00 FEET; THENCE DEPARTING SAID NORTHERLY BOUNDARY
- 3) S 9° 46'07" E, 37.13 FEET; THENCE
- 4) N 83° 13'59" E, 100.14 FEET; THENCE
- 5) N 9° 46'07" W, 3.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.276 ACRES MORE OR LESS.

**EXHIBIT B**  
**TITLE REPORT**

**EXHIBIT C**

**FORM OF GRANT DEED**

FREE RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Monterey-Salinas Transit District  
19 Upper Ragsdale Drive, Ste. 100  
Monterey, CA 93940  
Attn: Carl Sedoryk, General Manager



APNs \_\_\_\_\_

(Space Above This Line for Recorder's Office Use Only)

THE UNDERSIGNED GRANTOR DECLARES:

(Exempt from Recording Fee per Gov. Code §6103)

Documentary Transfer Tax is: \$-0- per R&T §11922

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, **SALINAS VALLEY SOLID WASTE AUTHORITY, a California Joint Powers Authority ("Grantor")** hereby grants to the **MONTEREY-SALINAS TRANSIT DISTRICT, a California Special District ("Grantee")**, that real property in the City of Salinas, County of Monterey, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date first above written.

**GRANTOR:**

**Salinas Valley Solid Waste Authority**

By: \_\_\_\_\_  
Elizabeth Silva, President

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by SALINAS VALLEY SOLID WASTE AUTHORITY, a California Joint Powers Authority (“**Grantor**”) to the MONTEREY-SALINAS TRANSIT DISTRICT, a California Special District (“**Grantee**”), is hereby accepted by the undersigned officer and agent of Grantee and the Grantee consents to the recording of the Grant Deed.

Signed and dated on \_\_\_\_\_, 2026 at City of Monterey, California

**GRANTEE**

MONTEREY-SALINAS TRANSIT DISTRICT

Not to be executed until Closing

By: \_\_\_\_\_  
Carl G. Sedoryk, General Manager/CEO

**EXHIBIT A TO DEED**

**LEGAL DESCRIPTION OF PROPERTY**

**APN/Parcel 003-051-086, 003-051-087**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SALINAS, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I 003-051-086:

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- (1) North 33° 52' 40" West, 256.27 feet; thence
- (2) South 79° 56' 20" West, 572.21 feet; thence
- (3) South 9° 47' 20" East, 74.32 feet; thence
- (4) Along a curve to the left, having a radius of 25 feet, an arc distance of 17.69 feet to a point of reverse curvature; thence
- (5) Along a curve to the right, having a radius of 50 feet, through an angle of 130° 32' 09", an arc distance of 113.91 feet; thence
- (6) South 9° 47' 20" East, 61.34 feet to the Southerly line of said land of Goldman; thence, along said Southerly line,
- (7) North 79° 57' 15" East, 708.82 feet to the point of beginning.

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ALSO EXCEPTING THEREFROM a portion of said land the title and exclusive right to all of the minerals and mineral ores of every kind and character now known to exist or hereafter discovered upon, within, or underlying said land or that may be produced therefrom, including, without limiting the generality of the foregoing, all petroleum, oil, natural gas, and other hydrocarbon substances and products derived therefrom, together with the exclusive and perpetual right of ingress and egress beneath the surface of said land to explore for, extract, mine, and remove the same, and to make such use of the said land beneath the surface as is necessary or useful in connection therewith, which use

may include lateral or slant drilling, boring, digging or sinking of wells, shafts or tunnels, provided, however, that said grantor, its successors and assigns shall not use the surface of said land in the exercise of any of said rights and shall not disturb the surface of said land or any improvements thereon, as reserved in the Deed from Southern Pacific Company, a Corporation, recorded October 27, 1966 in Reel 481, Page 660, of Official Records.

PARCEL II 003-051-087:

All that tract of land 18 feet in width as described in the Deed to Southern Pacific Railroad Company, a Corporation, recorded June 10, 1929 in Book 192, Page 296, of Official Records, lying within that parcel of land designated "3.38 Ac." on the Record of Survey filed April 13, 1966 in Volume 7 of Surveys, at Page 130, Official Records of Monterey County, California.

EXCEPTING THEREFROM all minerals and mineral rights, interest, and royalties, including without limiting the generality thereof, oil, gas, and other hydrocarbon substances, as well as metallic or other solid minerals, in and under said property, however, grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of said property in connection therewith, as reserved in the Deed from Southern Pacific Transportation Company, a Delaware Corporation, recorded June 5, 1989 in Reel 2371, Page 1078, of Official Records.

That certain parcel designated "(Remainder) 3.368 Ac." of the Parcel Map in the City of Salinas, County of Monterey, State of California, per the Map filed March 26, 1992 in Volume 18 of Parcel Maps, at Page 152, in the Office of the County Recorder of the County of Monterey, State of California.

**EXHIBIT E**

**FEDERAL TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person, **SALINAS VALLEY SOLID WASTE AUTHORITY, a California Joint Powers Authority, (“Transferor”)** is conveying a U.S. real property interest to **MONTEREY-SALINAS TRANSIT DISTRICT, a California Special District, (“Transferee”)**. For U.S. federal tax purposes (including Section 1445 of the Internal Revenue Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. Effective as of [\_\_\_\_\_], 2026, to inform Transferee that withholding of tax is not required upon disposition of a U.S. real property interest by Seller to Transferee, Transferor hereby certifies the following:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity for federal income tax purposes;
3. Transferor’s U.S. tax identification number is [\_\_\_\_\_]; and
4. Transferor’s office address is c/o 126 Sun Street, Salinas, CA 93901.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Transferor understands that Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

[Signature Page Follows]

Under penalty of perjury the undersigned declare that they have examined this Certification and to the best of their knowledge and belief it is true, correct and complete, and they further declare that they have authority to sign this Certification on behalf of Transferor.

**“TRANSFEROR”**

**Salinas Valley Solid Waste Authority**

By: \_\_\_\_\_  
Elizabeth Silva, President

\_\_\_\_\_



## Report to the Board of Directors

### ITEM NO. 6

Finance and Administration  
Manager/Controller-Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** May 21, 2026

**From:** Juan Camacho, Operations Manager

**Title:** A Resolution Approving Amendment No. 1 Authorizing a Two-Year Extension to the Professional Service Agreement with HOPE 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 \$367,900, which covers one four (4) person crew and a supervisor.

### 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 HOPE Services Inc., allows facility staff to concentrate on public services by assisting with both litter abatement and some diversion activities at the facility. Hope Services clients have been a crucial part of maintaining the Material Recovery Center (MRC) at the facility, providing janitorial assistance in the shop and de-packager, assisting with diversion activities at the C&D area, and have also assisted with litter abatement. The service agreement with Hope Services requires a crew of four (4) workers from 8:30am to 4:00 pm and one (1) trained supervisor Monday through Friday.

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

Hope Services is a California non-profit agency in Monterey County fully dedicated to serving the disabled community by providing job skill development and job placement. The Authority's partnership with Hope Services supports the sustainability goal of providing green job opportunities to all citizens of the Salinas Valley. As a unique community-based

service, staff recommends that the Board make the finding that under Authority Code Section 3.01.130 (3), this continuing service is an exception to the competitive bidding requirements.

### **BACKGROUND**

The Authority has partnered with Hope Services since 2007 and has conducted operations at the Johnson Canyon Landfill beginning in 2022. Hope Services has been a crucial part of the day-to-day diversion activities and tasks at the site. The mission of Hope Services is to “foster inclusive communities that empower individuals and families navigating intellectual and developmental disabilities (IDD) and mental health needs to access opportunities for growth, connection, and lifelong success.”

### **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 HOPE 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 Hope 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**, Hope Services, Inc. has provided assistance with diversion activities, janitorial services and litter abatement for the Authority since April 2007 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 Hope Services, Inc.'s 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 Hope 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 21st of May 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  
**HOPE SERVICES, INC.**  
FOR MATERIALS PROCESSING AND LITTER ABATEMENT AT  
THE JOHNSON CANYON LANDFILL

This amendment made and entered into this 21st day of May 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 Hope Services, Inc. (hereinafter "Consultant").

The Authority and Consultant entered into an Agreement on May 16th, 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 three hundred sixty-seven thousand nine hundred dollars (\$367,900) (contract sum for 2-year extension).

**3. Fee Schedule**

1. A Daily Rate of \$682.50 for crew
2. A daily vehicle use fee of \$25 will be charged per workday
3. A work schedule of 7.5 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  
General Manager/CAO

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

ATTEST:

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

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

CONSULTANT:

**Hope services, Inc**

\_\_\_\_\_  
(Printed Name/Title)

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



## Report to the Board of Directors

**Date:** May 21, 2026  
**From:** Guille Gutierrez, Resource Recovery Technician  
**Title:** Recycling Recognitions

### ITEM NO. 7

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

# Organics/Food Scraps Recycling Awards

1

## MCDONALDS, King City

- Implemented Service March 2021
- Serviced Level 2-64gallon carts



Photo Taken  
January 2026



Photo taken  
September  
2025

2

# Tacos La Potranca, King City

- Implemented Service March 2021
- 1- 64-gallon cart



Photos taken  
January 2026



Photos taken  
April 2026

3

# El Taquero Deli, King City

- Implemented Service February 2025
- 1- 64-gallon cart



Photos taken  
January 2026



Photos taken  
May 2026

4



## Report to the Board of Directors

**Date:** May 21, 2026  
**From:** Sara Papineau-Brandt, Resource Recovery Technician  
**Title:** Youth Council Year End Recap 25'-26'

### ITEM NO. 8

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



1



2

YOUTH COUNCIL YEAR END  
RECAP 25'-26'

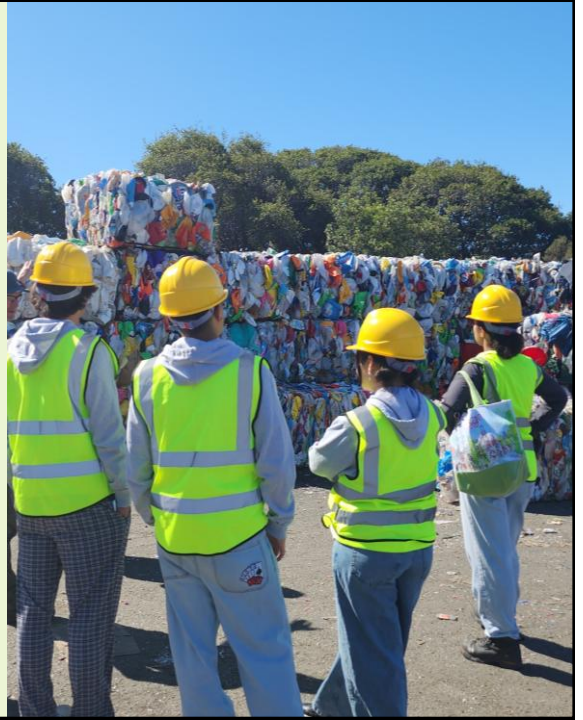
SalinasValley Recycles.org  
SALINAS VALLEY SOLID WASTE AUTHORITY  
*Youth Council*

2

## SUMMER TRAINING

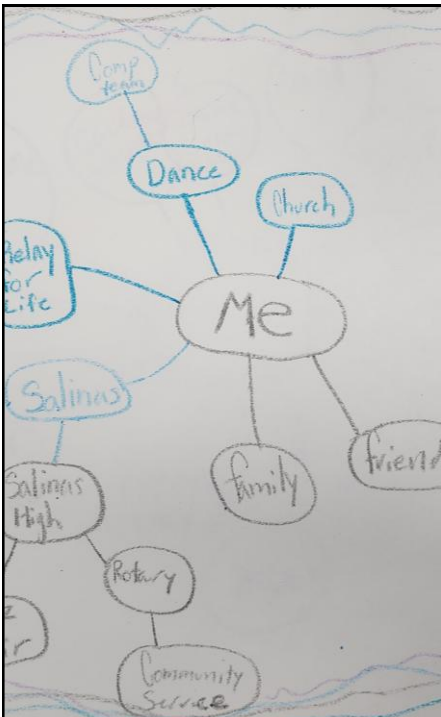
### 3 Day Summer Intensive

- Visited Material Recovery Facilities (MRFs): Monterey City Disposal and ReGen Monterey
- Toured Johnson Canyon Landfill and ReGen facilities
- Met with staff and managers from Salinas Valley Recycles
- Participated in Partners Meeting with waste haulers and community partners
- Learned about careers and roles within the waste industry
- Explored how partners work together with Salinas Valley Recycles
- Learned about major environmental issues including:
  - Plastic waste
  - Fast fashion
  - Food waste
  - Overconsumption
- Gained deeper understanding of sustainability and environmental responsibility



3

## LEARNING ABOUT OUR COMMUNITIES



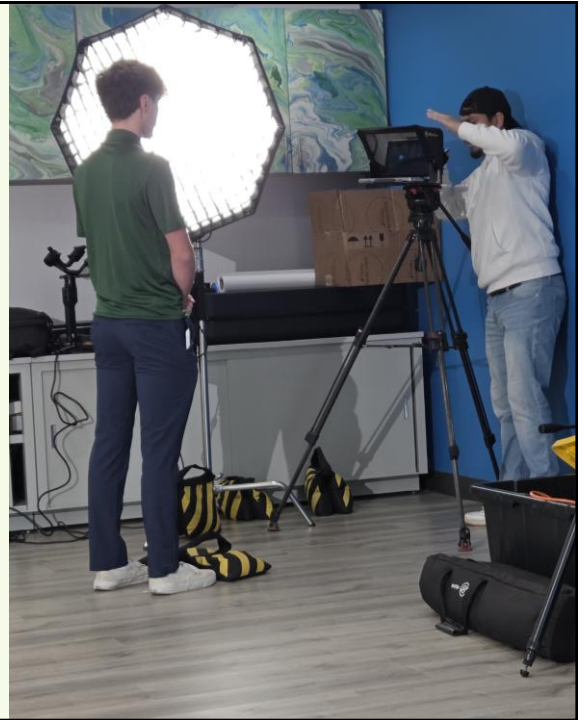
- Communities are bigger than just cities or towns
- We belong to many communities every day
- Schools, teams, clubs, and workplaces create community
- Communities are built through shared interests and goals
- Strong communities support and respect one another
- Multiple communities help shape who we are

4

## VIDEOS WITH SAUL

### **Video Production**

- Worked closely with Saul to produce 6 Youth Council videos
- Videos focused on what YC members learned throughout the year
- Used knowledge of the waste industry and environmental challenges
- Helped create and develop video scripts
- Designed videos to inspire youth community action
- Encouraged environmental awareness and leadership among teens



5



## MEETINGS

### **YOUTH COUNCIL MEETINGS ZOOM MEETINGS**

- 1 MEETING PER MONTH
- PLAN FUTURE IN-PERSON MEETINGS
- SHARE UPDATES AND INFORMATION FOR PROJECTS
  - STAY CONNECTED AS A TEAM

### **IN-PERSON MEETINGS HELD ONCE PER MONTH**

- WORK HANDS-ON ON PROJECTS
  - FILM VIDEOS WITH SAUL
- EXPLORE WHAT COMMUNITY MEANS
- DIVE DEEPER INTO ENVIRONMENTAL ISSUES
- BUILD LEADERSHIP SKILLS AND STRENGTHEN OUR TEAM!

6

6



## COMMUNITY SERVICE EVENTS

- JUNE 2025: GONZALES COMMUNITY CLEAN UP EVENT
- NOV 2025: WALLY WASTE NOTS' 25<sup>TH</sup> BIRTHDAY & AMERICA RECYCLES DAY
- APRIL 2026: AMOR SALINAS EARTH DAY EVENT

7

7



## PROJECTS

Each Youth Council Member has the opportunity to build a project for their community based on what they have learned and become passionate about. Sometimes these are individual projects, sometimes they are group projects.  
Let's see what we they are passionate about this year!

8



**JULIAN & STEVEN  
COMMUNITY- GONZALES**

**PROJECT  
TEACHING CHILDREN  
HOW TO COLLECT  
THEIR FOOD WASTE  
FOR COMPOSTING**

9

9



**JULIETTE  
COMMUNITY-  
NORTHMINSTER  
PRESBYTERIAN CHURCH**

**PROJECT  
TEACHING THE CHURCH  
COMMUNITY HOW TO  
RECYCLE THEIR FOOD WASTE  
AND PREPPING THEIR  
COMMERCIAL KITCHEN,  
WHO HOSTS A COMMERCIAL  
CATERER AND A FOOD  
TRUCK TO BETTER COLLECT  
FOOD WASTE.**

10

10



11

**LUCY & HESTER  
COMMUNITY-NOTRE DAME  
HIGH SCHOOL**

**PROJECT**  
**TEACH THE SCHOOL  
ABOUT RECYCLING  
THE RIGHT WAY AND  
HOSTING THE  
SECOND ANNUAL  
CLOTHING SWAP  
WITH EDUCATION  
ABOUT FAST  
FASHION.**

11



12

**JENNY & AMANDA  
COMMUNITY-RANCHO SAN  
JUAN HIGH SCHOOL**

**PROJECT**

- First **Zero Waste Zone** in the Salinas Union High School District
- Includes a Food Waste Bin, Recycling Bin, and Trash Bin in one space
- Educational signage teaches proper waste sorting
- Food waste lid helps reduce contamination
- Encourages students to properly dispose of waste
- Promotes food waste recycling and environmental awareness

12



13

**JULIAN  
COMMUNITY-GREENFIELD**

**PROJECT**

COLLECTING USED CLOTHING THAT IS STILL IN GOOD CONDITION AND DISTRIBUTING IT TO THOSE IN NEED. THIS WILL KEEP THOSE CLOTHES OUT OF THE LANDFILL AND TEACH THE COMMUNITY ABOUT REUSING AND REPAIRING CLOTHES BEFORE PUTTING THEM IN THE TRASH. THIS PROJECT IS IN ACTION!

13



14

**MARILY  
COMMUNITY-RANCHO SAN  
JUAN HIGH SCHOOL**

**MULTI-YEAR PROJECT**

MARILY HAS BEGUN COLLECTING BOTTLES AND OBTAINED PERMISSION FROM THE SCHOOL TO BUILD A PLASTIC BOTTLE GREEN HOUSE ON THE RANCHO SAN JUAN HIGH SCHOOL CAMPUS. THE PLASTIC BOTTLE GREEN HOUSE WILL BE HOME TO STARTER PLANTS FOR MILKWEED WHICH IS THE BIRTHPLACE FOR MONARCH BUTTERFLIES.

14

# YOUTH COUNCIL SENIOR HONOR PRESENTATION



May 21, 2026

Published on 5/14/26

1

# STEVEN BRANDT

YOUTH COUNCIL: 2 YEARS  
HIGH SCHOOL: SALINAS HIGH  
FUTURE: HARTNELL COLLEGE  
BUSINESS MAJOR



2

# JENNY DE LA CRUZ ROBLES

YOUTH COUNCIL: 3 YEARS  
HIGH SCHOOL: RANCHO SAN JUAN  
FUTURE: UNIVERSITY OF  
PENNSYLVANIA  
NEUROSCIENCE – PRE-MED TRACK

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3

# HESTER HE

YOUTH COUNCIL: 1 YEAR  
HIGH SCHOOL: NOTRE DAME  
FUTURE: COLORADO STATE  
ANIMAL SCIENCE –  
PRE VET TRACK

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4



## Report to the Board of Directors

**Date:** May 21, 2026  
**From:** Sara Papineau-Brandt, Resource Recovery Technician  
**Title:** SB 1383 – Organics Procurement Update 2025

### ITEM NO. 9

N/A

Finance and Administration Manager/  
Controller/Treasurer

Interim General Manager/CAO

N/A

Authority General Counsel

# THE ATTACHED PRESENTATION WILL BE GIVEN AT THE MEETING

#### Attachment

1. PowerPoint Presentation



ITEM No. 9



# SB 1383 – Organics Procurement Update 2025

May 21, 2026  
Board of Directors Meeting

Published on 5/14/26



## 2025 Procurement Target Totals – 100%

*Mulch	19,839
Compost	11,507

\*ROWP = Recycled Organic Waste Product  
1 ton Mulch = 1 ton ROWP



*"I didn't know  
you could buy  
compost at the  
landfill"*

## 2025 Procurement Targets by Agency

SVR Member Agency	% of Procurement	2025 ROWP 100%
Salinas	65%	12,816.00
Soledad	10%	1,956.00
King City	6%	1,198.00
Gonzales	3%	679.00
Greenfield	7%	1,472.00
Mo. County	9%	1,718.40
<b>TOTAL</b>	<b>100%</b>	<b>19,839.40</b>

ROWP = Recycled Organic Waste Product  
ROWP 1 ton = Mulch 1 ton

3

## 2025 Results (Calendar Year)

All member agencies met  
their SB 1383 2025  
procurement targets



**100%**

compliance exceeded by 56 tons.



**19,894 tons**

total tons of mulch & compost



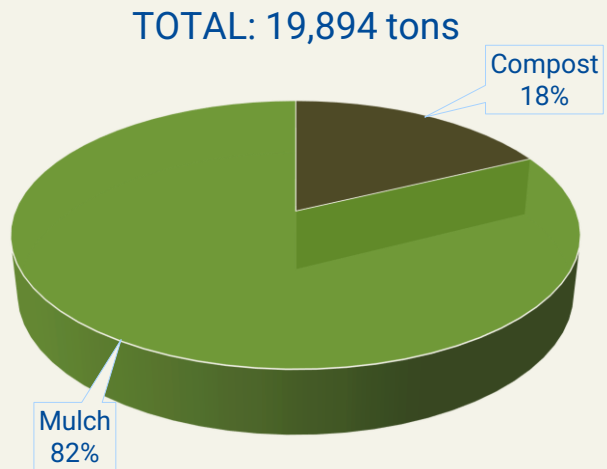
**\$585,000 (CY)**

AB 939 Fees (FY) and Direct  
Service Provider Agreements  
with Atlas Organics/Circular  
Services

4

## Procurement by Material Type

- Mulch - 16,336 tons
- Compost - 3,558 tons



5

## Compost giveaways are popular!



6

# Procurement Discounts

- Receive discount
- Complete form
- Load up material
- Enjoy benefits of compost/mulch!

## 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.

### Recive 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

7



## Contact

Salinas Valley Recycles  
126 Sun St.  
Salinas, CA, 93901  
(831) 775-3000

[SalinasValleyRecycles.org](https://SalinasValleyRecycles.org)

8



## Report to the Board of Directors

ITEM NO. 10

Finance and Administration Manager/  
Controller/Treasurer

General Manager/CAO

*R. Santos by E.T.*

Authority General Counsel

**Date:** May 21, 2026

**From:** Cesar Zuñiga, General Manager/CAO

**Title:** A Resolution Approving a Teleconferencing Policy, a Meeting Disruption Policy, and Procedures for Requesting Reasonable Accommodations Under the Americans with Disabilities Act at Public Meeting

### RECOMMENDATION

Staff recommends the Board adopt the resolution approving a Teleconferencing Policy, a Meeting Disruption Policy, and Procedures for requests received for reasonable accommodations under the Americans with Disabilities Act (ADA).

### STRATEGIC PLAN RELATIONSHIP

This item supports implementation of the Board's Fiscal Year 2025–26 priorities and organizational governance objectives.

### FISCAL IMPACT

This item has no anticipated fiscal impacts. Minor administrative costs may be incurred related to meeting technology, accessibility services, or staff training, which can be accommodated within existing departmental budgets.

### DISCUSSION & ANALYSIS

In 2025, the State adopted Senate Bill (SB) 707, which amended the Brown Act in several provisions, and consolidates the “just cause” and “emergency circumstances” that were previously available under Assembly Bill 2449, including certain additional means for members of legislative bodies to attend meetings remotely following certain procedures. The portions of SB 707 that provide additional teleconferencing procedures sunset January 1, 2030.

To ensure compliance with these amendments, as well as applicable state and federal laws governing public meetings, staff developed the following policies and procedures for Board consideration and adoption.

#### Teleconferencing Policy

The proposed Teleconferencing Policy establishes procedures for remote participation by Board members and the public during meetings. The policy addresses:

- Permissible teleconference participation;
- Public access requirements;
- Quorum and voting procedures;
- Technology standards and meeting administration; and
- Compliance with applicable open meeting laws.

The policy is intended to provide clear guidance for conducting hybrid and remote-access meetings while maintaining public transparency and participation opportunities.

### **Meeting Disruption Policy**

The proposed Meeting Disruption Policy establishes procedures for maintaining order during Board meetings while protecting the public's right to attend and participate in meetings.

The policy identifies conduct that may constitute a disruption during in-person meetings or two-way remote participation, including:

- Actual disruption of proceedings;
- Threatening or abusive behavior;
- Excessive noise or interruptions;
- Failure to comply with lawful directions from the presiding officer; and
- Disruption of meeting services or operations.

The policy also establishes a graduated response process, including warnings, removal procedures, when necessary, restoration of order and service in accordance with SB 707 and applicable law, and appropriate recordkeeping requirements.

The purpose of the policy is to ensure that meetings are conducted efficiently, safely, and in an orderly manner while preserving meaningful opportunities for public comment and participation.

### **Procedures for Requesting Reasonable Accommodations Under the Americans with Disabilities Act at Public Meetings**

The proposed Procedures establish a standardized process for requested reasonable accommodation for participation in public meetings of the Authority.

The procedures include:

- Methods for submitting accommodation requests;
- Recommended timelines for requests;
- Contact information for the coordinator;
- Examples of accommodation that may be available; and
- Procedures for responding to requests.
- Recordkeeping requirements.

The procedures are intended to ensure compliance with the Americans with Disabilities Act and promote equitable access to public meetings of the Authority.

### **BACKGROUND**

The Authority is subject to the Brown Act and conducts public meetings in accordance with applicable state open meeting laws, accessibility requirements, and principles of orderly public participation. The proposed policies are intended to promote transparency, accessibility, consistency, and orderly conduct during Board meetings while ensuring compliance with applicable legal requirements.

### **ATTACHMENT(S)**

1. Resolution
2. Exhibit A – Teleconferencing Policy
3. Exhibit B – Meeting Disruption Policy
4. Exhibit C – Procedures for Requesting Reasonable Accommodations Under the Americans with Disabilities Act at Public Meetings

**RESOLUTION NO. 2026 –**

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY  
APPROVING A TELECONFERENCING POLICY, A MEETING DISRUPTION POLICY, AND  
PROCEDURES FOR REQUESTING REASONABLE ACCOMMODATIONS UNDER THE AMERICANS  
WITH DISABILITIES ACT AT PUBLIC MEETING**

**WHEREAS** the Authority is subject to the Brown Act and conducts public meetings in accordance with applicable state open meeting laws, accessibility requirements, and principles of orderly public participation; and,

**WHEREAS** in 2025, the State adopted Senate Bill (SB) 707, which amended the Brown Act in several provisions; and,

**WHEREAS** to ensure compliance with these amendments, as well as applicable state and federal laws governing public meetings, staff developed the following policies

**WHEREAS** the Teleconferencing Policy establishes procedures for remote participation by Board members and the public during meetings; and,

**WHEREAS** the Meeting Disruption Policy establishes procedures for maintaining order during Board meetings while protecting the public's right to attend and participate in meetings; and,

**WHEREAS** the Procedures for Requesting Reasonable Accommodations establish a standardized process for requested reasonable accommodation for participation in public meetings of the Authority in compliance with the Americans with Disabilities Act.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Salinas Valley Solid Waste Authority that the Teleconferencing Policy attached hereto as "Exhibit A", the Meeting Disruption Policy attached hereto as "Exhibit B", and the Procedure for Receiving and Resolving Requests for Reasonable Accommodations at Public Meetings attached hereto as "Exhibit C" are hereby approved.

**PASSED AND ADOPTED** by the Board of Directors of the Salinas Valley Solid Waste Authority at a meeting duly held on the 21<sup>st</sup> day of May 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



# ADMINISTRATIVE PROCEDURES

<b>BOARD DIRECTOR TELECONFERENCING POLICY</b>	Procedure #	GM Approval:
	Effective:	Revised:

## PURPOSE

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### A. Purpose and Intent

This Policy establishes guidelines for the Board of Directors regarding participation in meetings of the Board of Directors via teleconferencing.

This Policy establishes when members of the Board of Directors may participate via teleconferencing and sets forth guidelines in accordance with Brown act and Authority rules, regulations, policies and procedures.

### B. Definitions

Unless otherwise defined herein, the following definitions shall apply to this policy:

“Authority” means the Salinas Valley Solid Waste Authority.

“Brown Act/Ralph M. Brown Act” shall reference to Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the California Government Code, known as the “Ralph M. Brown Act” pursuant to Government Code section 54950.5, as such may be amended from time to time.

“Legislative Body” shall have the same meaning as provided by Government Code section 54952, including the Authority’s governing board.

“Member” shall have the same meaning as provided by Government Code section 54952.1.

“Meeting” shall mean a meeting of the Legislative Body subject to the Brown Act as provided by Government Code section 54952.2.

“State” shall mean the State of California.

“State of Emergency” shall mean a state of emergency proclaimed by the California Governor or such others as may be empowered pursuant to Section 8625 of the California Emergency Services Act, as set forth in Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2 of the California Government Code.

“Teleconferencing” shall mean attendance from different locations, other than the physical location of a Meeting, by way of a two-way audio device, whether it be telephone, audio-only internet connection, or otherwise.

“Videoconferencing” shall mean attendance from different locations, other than the physical location of a Meeting, by way of a two-way audio-visual device, whereby participants can be both seen and heard. For purposes of this policy, videoconferencing may include attendance by way of a single device or software package, or attendance via an audio-device with synced camera or webcasting.

## POLICY

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### C. General Policies.

At the discretion of the Legislative Body and/or the General Manager, any employee, consultant, vendor, or individual presenting or attending a Meeting of a Legislative Body, other than a Member of the Legislative Body, shall be permitted to attend via teleconference or videoconference without complying with the requirements set forth herein. Nothing herein obligates the Authority to provide Teleconference or Videoconference access to such individuals.

Members of a Legislative Body, including the governing board members and other committees or bodies subject to the Brown Act, may only participate via teleconference or videoconference as authorized by the foregoing policies.

To the extent a Member of a Legislative Body desires to attend a Meeting via Teleconference or Videoconference, the Member shall be required to comply with the foregoing "Standard Teleconferencing Procedures" (Article D) unless the circumstances exist to justify the use of the "Expanded Teleconferencing Procedures" (Article E) or "Emergency Teleconferencing Procedures" (Article F).

A Member who fails to comply with any of the applicable procedures shall not be permitted to participate in a Meeting via Teleconference or Videoconference, except to observe and participate as a member of the public.

In all instances in which a Member is attending a Meeting via teleconference or videoconference, the Legislative Body shall:

1. Take all votes by roll-call;
2. Conduct the Meeting in a manner that protects the statutory and constitutional rights of the parties and public appearing before the Legislative Body;
3. Provide notice and post agendas as otherwise required by the Brown Act; and
4. Permit members of the public access to the Meeting and an opportunity to address the Legislative Body as required by the Brown Act.

#### **D. Standard Teleconferencing Procedures.**

Members may attend a Meeting via Teleconference or Videoconference if the following conditions are satisfied:

1. At least a quorum of the members of the Legislative Body participate in the meeting in person from location within the boundaries of the Authority; and
2. The agenda for the meeting is posted at all Teleconference locations, each of which is identified in the notice and the agenda for the meeting; and
3. Each Teleconference location is accessible to the public, and members of the public are permitted to provide comment at each Teleconference location.

#### **E. Expanded Teleconferencing Procedures**

A Member may attend a Meeting via Videoconference only (Teleconference will not be permitted under these procedures), without the need to comply with the Standard Teleconferencing Procedure requirements to notice and post at the agenda locations or make such locations accessible to the public, if the following conditions are satisfied:

1. At least a quorum of the Members of the Legislative Body shall participate in-person from a single physical location within the Authority's boundaries that is accessible to the public and clearly identified in the posted agenda;
2. Members of the public are permitted to attend the meeting either by Teleconference or Videoconference in a manner that enables remote attendance and offers the opportunity to provide real-time public comment during the meeting;
3. The posted agenda includes notice of the means by which the public can remotely attend the Meeting via Teleconference or Videoconference and offer comment during the meeting;
4. The Legislative Body shall not require advance submission of public comments, and must provide an opportunity for the public to address the Legislative Body and offer comment in real time;

5. The Legislative Body shall allow a reasonable amount of time per agenda item for public comment, including sufficient time for members of the public to log in or otherwise be recognized for the purpose of providing public comment;
6. Any Member of the Legislative Body participating in a Meeting pursuant to the Expanded Teleconferencing Procedures shall be listed in the minutes of the Meeting, and shall identify the specific provision relied upon for remote participation;
7. The Legislative Body shall conduct Meetings consistent with applicable civil rights and nondiscrimination laws.
8. A Member attending remotely with “just cause” or an “emergency circumstance” shall be permitted to participate via Videoconference as follows:
  - a. A Member shall only be permitted to have “just cause” for remote attendance if such participation is for one of the following reasons:
    - i. To provide childcare or caregiving need to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, with such terms having the same meaning as those terms are defined in Government Code section 12945.2;
    - ii. Due to a contagious illness that prevents the Member from attending in-person;
    - iii. Due to a need related to a physical or mental condition as defined in Government Code sections 12926 and 12926.1 not otherwise accommodated; and
    - iv. Due to travel while on official business of the Legislative Body or another state or local Authority;
  - b. A Member shall only be permitted to have an “emergency circumstance” if such participation is due to a physical or family medical emergency that prevents the Member from attending in person.
9. The Member has not attended a Meeting remotely on the basis of “just cause” for more than two meetings in the current calendar year; and
10. The Member has not attended a meeting remotely on the basis of “just cause” or “emergency circumstance” for more than two consecutive months or more than two in a calendar year.
11. The Legislative Body has adopted and implemented a procedure for receiving and promptly resolving requests for reasonable accommodations for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the Legislative Body shall also give notice of the procedure for receiving and resolving requests for accommodation.

In order to utilize the Expanded Teleconferencing Procedures, a Member shall:

1. For a “just cause” circumstance, notify the Legislative Body at the earliest opportunity, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstance relating to their need to appear remotely at the given meeting;
2. For an “emergency circumstance,” request to participate at a Meeting due to an “emergency circumstance” as soon as possible, preferably before the posting of the agenda but up to the start of the Meeting, with such request including a general description of the circumstances relating to their need to appear remotely at the given meeting, though any description for emergency circumstances need not exceed 20 words and need not include any medical diagnosis or disability or personal medical information exempt from disclosure by law;
3. The Member shall publicly disclose at the Meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the Member’s relationship with such individuals;
4. The Member shall participate through both audio and visual technology.

Upon receipt of a request from a Member to utilize the Expanded Teleconference Procedures, the Legislative Body shall:

1. Take action by majority vote on a request to participate remotely due to an “emergency circumstance” at its earliest opportunity, which may be taken as a noticed agenda item or as an added item if sufficient time was not provided to place the proposed action on the agenda;

2. In the event of a disruption that prevents the broadcast of the meeting to members of the public, or in the event of a disruption within the Authority's control that prevents members of the public from offering public comment using the Teleconferencing or Videoconferencing options, the Meeting Interruption Policy shall govern.

## **F. Emergency Teleconferencing Procedures**

Notwithstanding the Standard Teleconferencing Procedures, a Legislative Body may elect to use these "Emergency Teleconferencing Procedures" to allow Teleconferencing if any of the following circumstances apply:

1. The Legislative Body holds a meeting during a proclaimed State of Emergency and state, or local officials have imposed or recommended measures to promote social distancing;
2. The Legislative Body holds a meeting during a proclaimed State of Emergency for the purpose of determining, by a majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or
3. The Legislative Body holds a meeting during a proclaimed State of Emergency, and the Legislative Body has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.

If utilizing the Emergency Teleconferencing Procedures, the Legislative Body shall:

Provide notice in the agenda for such Meeting of the means by which members of the public may access the meeting and offer public comment via a teleconferencing or videoconferencing option, which shall include an opportunity for public comment in real-time;

In the event of a disruption that prevents the broadcast of the meeting to members of the public, or a disruption within the Agency's control that prevents members of the public from offering public comment using the teleconferencing or videoconferencing options, no further action shall be taken during a meeting, the Teleconferencing Interruption Policy shall govern;

A reasonable amount of time should be allocated per agenda item to allow members of the public the opportunity to provide public comment, including time for members of the public to register to comment or otherwise be recognized for the purpose of providing public comment;

The Legislative Body may continue use of the Emergency Teleconferencing Procedures for as long as the State of Emergency remains active, provided that, not later than 30 days after teleconferencing for the first time, and every 30 days thereafter, the Legislative Body finds by majority vote that:

1. The Legislative Body has reconsidered the circumstance of the State of Emergency; and
2. Any of the following circumstances exist:
  - a. The State of Emergency continues to directly impact the ability of the members to meet safely in person; or
  - b. State or local officials continue to impose or recommend measures to promote social distancing.

In the event of the use of these Emergency Teleconferencing Procedures, it shall not be necessary for the Authority to provide a physical location from which the public may attend or comment.

## **G. Miscellaneous Provisions.**

With respect to the Standard Teleconferencing Procedures, Expanded Teleconferencing Procedures, and Emergency Teleconferencing Procedures set forth herein, such are intended to comply with Government Code sections 54953(b), (f), and (e), respectively, and, as such, in the event of a conflict between this Policy and such statutory provisions, the statutory provisions shall control and be implemented as if set forth in full in this Policy.



# ADMINISTRATIVE PROCEDURES

<b>Meeting Disruption Policy</b>	Procedure #	GM Approval:
	Effective:	Revised:

## PURPOSE

### A. Purpose and Intent

This policy establishes procedures for responding to disruptions of telephonic or internet services that provide two-way remote public access to meetings of the Board of Directors and Executive Committee (Legislative Body) of the Salinas Valley Solid Waste Authority, in accordance with the Ralph M. Brown Act including Government Code section 54953.4.

This policy applies specifically to technical disruptions affecting the public's ability to observe or participate in meetings remotely. Procedures governing disruptive conduct by attendees are addressed separately in accordance with applicable provisions of the Brown Act.

The purpose of this policy is to ensure compliance with statutory requirements for remote access, preserve transparency and public participation, and provide direction for the orderly continuation or suspension of meetings when such technical disruptions occur, in compliance with the Brown Act and SB 707.

### B. Definitions

Unless otherwise defined herein, the following definitions shall apply to this policy:

"Authority" means the Salinas Valley Solid Waste Authority.

"Legislative Body" shall have the same meaning as provided by Government Code section 54952, including the Authority's Board of Directors and the Executive Committee of the Authority.

"Meeting" shall mean a meeting of the Legislative Body subject to the Brown Act as provided by Government Code section 54952.2.

"Service Disruption" means any failure, outage, or other interruption to the agency's remote access services that prevents members of the public from participating in an Authority meeting through the remote access service and/or two-way remote participation.

"Disruptive Conduct" shall mean conduct that disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, whether occurring in person or through remote participation platforms and includes, but is not limited to one of the following:

- a. A failure to comply with reasonable and lawful regulations adopted by the Legislative Body of the Authority.
- b. Engaging in behavior that constitutes use of force or a true threat of force.

"Remote Participation" means the two-way remote participation platform used to provide real-time remote public attendance and observation of meetings.

"Two-way remote participation" means an online or telephonic platform that enables real-time participants in a meeting through both an interactive video conference and a two-way telephonic service. This includes platforms that may disable public video participation and telephonic systems that allow dial-in access for listening and verbal participation.

## POLICY

### **C. Disruptive Conduct**

The presiding officer may address disruptive conduct by participants attending the meeting in person or remotely, consistent with the Ralph M. Brown Act including California Government Code 54954.3, 54957.9, and 54957.95.

Disruptive conduct includes behavior that actually disrupts, disturbs, or interferes with the orderly conduct of the meeting.

The presiding officer may warn, limit participation, or remove any person whose behavior disrupts the meeting, whether attending:

- In person; or
- Through two-way remote participation (telephonic service and/or audiovisual platform).

Actions taken under this section shall be content-neutral and based solely on conduct.

### **D. Response to Service Disruption**

If the presiding officer or the Clerk of the Board becomes aware of a service disruption:

1. The presiding officer or the Clerk of the Board shall immediately announce the disruption on the record, if possible; and,
2. The presiding officer shall call a recess of the open session;
3. The presiding officer may convene the Legislative Body in an authorized closed session, consistent with the Brown Act;
4. The recess shall continue for up to one hour or until service is restored, whichever occurs first, and;
5. During the recess, Authority staff shall make a good faith effort to diagnose and restore the disrupted service.

### **E. Reconvening the Open Session**

After the minimum one-hour recess period, the legislative body may reconvene and take one of the following actions:

1. Adjourn the meeting;
2. Extend the recess to allow staff more time to make a good faith effort to restore remote access services; or
3. Determine, by majority vote, that:
  - i. Good-faith efforts to restore the service have been made in accordance with its adopted policy; and
  - ii. Continuing the meeting is necessary to conduct the public's business.

The determination shall be made by roll-call vote and reflected in the meeting minutes.

### **F. Recordkeeping**

Staff shall document in the meeting record:

1. The nature of any technology disruption affecting public access;
2. The duration of any recess;
3. The efforts undertaken to restore service;
4. Any warnings, removals, or restrictions imposed for disruptive conduct; and
5. Any determinations made by the legislative body regarding resumption of the meeting

### **G. Adoption**

This policy shall be adopted by the Authority Board of Directors in open session and shall apply to all Authority Board of Directors and Executive Committee Meetings conducted pursuant to the Brown Act.

### **H. Review and Updates**

This policy may be amended by the Authority Board of Directors at a noticed public meeting in open session and may not be placed on the consent calendar.



## PROCEDURES FOR REQUESTING REASONABLE ACCOMMODATIONS UNDER THE AMERICANS WITH DISABILITIES ACT AT PUBLIC MEETING

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### 1. Purpose

To ensure that individuals with disabilities have equal access to participate in public meetings through timely and effective reasonable accommodations, consistent with the Americans with Disabilities Act (42 U.S.C. Sec. 12132) and applicable state law.

### 2. Scope

This procedure applies to all public meetings, hearings, workshops, and similar gatherings organized or hosted by the Salinas Valley Solid Waste Authority.

### 3. Notice of Accommodation Availability

- All public meeting notices, agendas, and postings must include a statement informing the public that reasonable accommodations are available upon request.
- The notice must include contact information (phone, and email) for submitting requests.
- The notice should encourage requests at least **48 hours in advance** but also state that requests received less than 48 hours in advance will be accommodated to the extent feasible.
- Notice shall comply with requirements under the Ralph M. Brown Act.

### 4. Submission of Requests

- Requests may be made orally or in writing by the individual or their representative.
- Requests may include, but are not limited to:
  - Sign language interpreters
  - Real-time captioning (CART)
  - Assistive listening devices
  - Accessible formats of materials
  - Physical access arrangements.
- Requests must be directed to the Clerk of the Board or designee.

### 5. Acknowledgment of Request

- Requests must be acknowledged as soon as practicable, ideally within 1–2 business days.
- The acknowledgement shall confirm receipt and either:
  - Confirm the accommodation to be provided
  - Request additional information if needed.

### 6. Review and Coordination

- Staff shall promptly evaluate the request and coordinate necessary services or equipment.
- When appropriate, staff will engage in a brief interactive process to with the requester to determine an effective accommodation.

- Primary consideration to the requester's preferred accommodation.

#### **7. Provision of Accommodations**

- Approved accommodations must be in place at the time of the meeting.
- Meeting locations must be physically accessible (e.g., accessible entrances, seating, restrooms).
- Materials should be available in accessible formats upon request and as soon as reasonably possible.

#### **8. Day-of-Meeting Requests**

- Staff shall make reasonable, good-faith efforts to accommodate requests made on the day of the meeting.
- If the requested accommodation cannot be fully provided, offer alternative methods of participation (e.g., remote access, rescheduling testimony, written comments).

#### **9. Communication During the Meeting**

- Accommodations (e.g., interpreters, captioning) must be effectively integrated into the meeting.
- Staff or the meeting facilitator should briefly announce the availability of accommodations at the start of the meeting.

#### **10. Denial of Request**

- A request may only be denied if it would result in a fundamental alteration or undue burden.
- Any denial must be documented, and alternative accommodations must be offered whenever possible.

#### **11. Post-Meeting Follow-Up**

- If an accommodation issue arises, staff should follow up promptly with the individual to address concerns and improve future access.

#### **12. Recordkeeping**

- Maintain records of accommodation requests and actions taken for each meeting, in accordance with retention policies.

#### **13. Training**

- Staff responsible for organizing or supporting meetings shall receive training on accessibility requirements and these procedures.

#### **14. Continuous Improvement**

- Periodically review feedback and update practices to improve accessibility and responsiveness at public meetings.

## SVR Agenda Item - View Ahead 2026

**ITEM NO. 11**

SVR Agenda Item - View Ahead 2026							
	June	Jul	Aug	Sep	Oct	5-Nov-26	Nov
A				<b>Employee of the Year Recognition</b>		1 p.m. to 5 p.m.	
1	Minutes	MEETINGS RECESS	Minutes	Minutes	Minutes	Board of Directors Strategic Planning Workshop	Minutes
2	Claims/Financials (EC)		Claims/Financials (EC)	Claims/Financials (EC)	Claims/Financials (EC)		September Claims/Financials (EC)
3	Member Agencies Activities Report		June Claims/Financials (EC)	Member Agencies Activities Report	Member Agencies Activities Report		3rd Qtr. Tonnage & Diversion Report
4	Strategic Planning Update		June 30 Cash & Investments Report (EC)	New FY Grants & CIP Budget (EC)	September 30 Cash & Investments Report (EC)	Member Agencies Activities Report	
5	SCS Field Services Amendment No. 1		Member Agencies Activities Report	<b>2025-26 Annual Report</b>	2027 BD/EC Meetings Schedule	Fund Balance Reserves (EC)	
6	Vendors Exceeding \$100K FY 2026-27		2nd Qtr. Tonnage & Diversion Report	<b>Operations and Environmental Compliance Update</b>	Annual County Used Oil Report	<b>EAR Summary</b>	
7	<b>Landfill Methane Regulations Revision (LMR) Update</b>		CIP 9527 Budget Adjustment (EC)		<b>Audit Report Previous FY (EC)</b>	New Officers Nominating Committee	
8		<b>RFP Advanced Organics Recovery Update</b>		<b>Youth Council Introductions</b>			
9							
10							
11							

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

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