



BOARD OF DIRECTORS

MEETING HIGHLIGHTS

June 18, 2015

REMINDER: July 30, 2015 is the next Strategic Planning Workshop

This next retreat will primarily focus on decisions related to Goal B: Complete Development of the Salinas Area Transfer Station & Materials Recovery Center.



Renewable Energy Project Partnership with the County of Monterey and Ameresco at the Crazy Horse Landfill

A memorandum of understanding (MOU) was approved for the development and delivery of energy from landfill gas from the Crazy Horse Landfill to the County of Monterey through a partnership with Ameresco. The MOU is scheduled for consideration by the County Board of Supervisors on July

7th. If approved, the County would receive fixed rate renewable energy at an estimated savings of \$5.7 million over 20 years and SVR would receive 12.5% of gross energy sales, estimated at \$4.3 million over 20 years. SVR would also receive 50% of Renewable Energy Credits sold by Ameresco. Revenues can be allocated to offset long-term post-closure care costs for SVR landfills per Strategic Plan Goal.

2013-16 Strategic Plan Progress Report

STRATEGIC GOAL		6 Month Objectives Completed	COMMENTS
A	Fund/Implement 75% Waste Diversion	3 of 5	Remaining 2 objectives in progress - anticipated completion in August
B	Complete Development of the Salinas Area Transfer Station & Materials Recovery Center	0	Delayed to September - City of Salinas requested hold for the Regional Solid Waste System Study
C	Utilize Closed Landfills to Generate Revenue	2 of 2	Objectives completed - continuing work on next steps
D	Increase Public Access, Involvement & Awareness of SVSWA Activities	5 of 5	Objectives completed
E	Reduce Costs & Improve Services Johnson Canyon Landfill and Other SVSWA Facilities	4 of 5	Remaining objective in progress - delayed to August for initial 6-month data collection
F	Promote and Maintain a High Performance, Efficient and Flexible Workforce	2 of 4	Remaining 2 in progress - anticipated completion in August

Financial Report for Month Ended April 2015 (83.3% of the Fiscal Year)

Revenue collected \$13,740,189 (87.4% of Estimated Revenue of \$15,717,700)
 Expenditures for operations \$11,537,866 (76.1% of Operating Budget of \$15,157,834)
 Cash balance \$14,201,064

REDUCE

REUSE

RECYCLE

“To manage Salinas Valley solid waste as a resource, promoting sustainable, environmentally sound and cost effective practices through an integrated system of waste reduction, reuse, recycling, innovative technology, customer service, and education.”



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
SALINAS VALLEY SOLID WASTE AUTHORITY AND
STERICYCLE ENVIRONMENTAL SOLUTIONS
FOR
TRANSPORTATION, RECYLING OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE

This agreement, made and entered into this 18th day of June 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 **Stericycle Environmental Solutions** (hereinafter "Consultant").

WHEREAS, Consultant represents that it is specially trained, experienced, and competent to perform the special services which will be required by this agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions,

NOW, THEREFORE, Consultant and Authority agree as follows:

1. Scope of Service

The project contemplated and the Consultant's services are described in Exhibit "B," attached hereto and incorporated herein by reference.

2. Completion Schedule

Consultant shall complete the consulting services described in Exhibit "B" by June 30, 2016. This schedule may be extended by mutual agreement of both parties for three (3) optional one (1) year extensions.

3. Compensation

Authority hereby agrees to pay Consultant for services rendered to Authority pursuant to this agreement in an amount not to exceed the amount indicated in the payment schedule in, and in the manner indicated and in accordance with, Exhibit "B."

All wage scales shall be in accordance with applicable determinations made by the Director of the Department of Industrial Relations of the State of California, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with Section 1771. In accordance with Section 1773.2 of said Labor Code, copies of the aforesaid determinations of the Director of the Department of Industrial Relations are to be on file at the Consultant's principal office. It shall be mandatory for any Contractor or Consultant to whom a contract is awarded to pay not less than the applicable prevailing wage rate to all workers employed for the execution of the Contract.

4. Billing

Consultant shall submit to Authority an itemized invoice, prepared in a form satisfactory to Authority, describing its services and costs for the period covered by the invoice. Except as specifically authorized by Authority, Consultant shall not bill Authority for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services or costs pertain:

- A. Brief description of services performed;

- B. The date the services were performed;
- C. The number of hours spent and by whom;
- D. A brief description of any costs incurred;
- E. The Consultant's signature; and
- F. Reference to Authority's Purchase Order Number

In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in Section 3, unless authorized pursuant to Section 5 herein.

All such invoices shall be in full accord with any and all applicable provisions of this agreement.

Authority shall make payment for all undisputed portions on each such invoice within forty-five (45) days of receipt, provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this agreement, Authority shall not be obligated to process any payment for disputed portions of invoice to Consultant until forty-five (45) days after a correct and complying invoice has been submitted by Consultant.

5. Additional Services

It is understood by Authority and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of consulting and related services other than those set forth in Exhibit "B." Authority has listed those additional consulting services that could be anticipated at the time of the execution of the agreement as shown in Exhibit "B." If said additional services are requested by the Authority, Consultant shall advise Authority in writing of the need for additional services, and the cost of and estimated time to perform the services. Consultant shall not proceed to perform any such additional service until Authority has determined that such service is beyond the scope of the basic services to be provided by the Consultant, is required, and has given its written authorization to perform. Written approval for performance and compensation for additional services may be granted by the Authority's Chief Administrative Officer.

Except as hereinabove stated, any additional service not shown on Exhibit "B" shall require an amendment to this agreement and shall be subject to all of the provisions of this agreement.

6. Additional Copies

If Authority requires additional copies of reports, or any other material which Consultant is required to furnish in limited quantities as part of the services under this agreement, Consultant shall provide such additional copies as are requested, and Authority shall compensate Consultant for the actual costs of duplicating such copies.

7. Responsibility of Consultant

- A. By executing this agreement, Consultant agrees that Consultant is apprised of the scope of work to be performed under this agreement and Consultant agrees that said work can and shall be performed in a competent manner. By executing this agreement, Consultant further agrees that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the Authority the services contemplated under this agreement and that Authority relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees that Consultant shall follow the current, generally accepted professional standard of care to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which the services are rendered under this agreement. Consultant shall have the right to reasonably rely on all information provided by Authority without independent verification.
- B. Consultant shall assign a single project director to have overall responsibility for the execution of this agreement for Consultant. Marc Winkler is hereby designated as the project director for Consultant. Any changes in the Project Director designee shall be subject to the prior written

acceptance and approval of the Authority's General Manager or designated representative.

- C. Recent changes in State law expand the definitions of work, including testing and survey work, for which prevailing wages may need to be paid on construction projects paid for with public funds. It is the Consultant's responsibility to inform itself of, and to comply at its sole expense with, all State law requirements governing the payment of prevailing wages.

8. Responsibility of Authority

To the extent appropriate to the project contemplated by this agreement, Authority shall:

- A. Assist Consultant by placing at his disposal all available information pertinent to the project, including but not limited to, previous reports, and any other data relative to the project. Nothing contained herein shall obligate Authority to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of Authority.
- B. Make provisions for Consultant to enter upon public and private property as required by Consultant to perform his services.
- C. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.
- D. The Chief Administrative Officer or authorized designee shall act as Authority's representative with respect to the work to be performed under this agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define Authority's policies and decisions with respect to the materials, equipment, elements, and systems pertinent to Consultant's services. Authority may unilaterally change its representative upon notice to the Consultant.
- E. Give prompt written notice to Consultant whenever Authority observes or otherwise becomes aware of any defect in the project.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

9. Acceptance of Work Not a Release

Acceptance by the Authority of the work performed under this agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless and defend Authority, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including the Authority and/or Contractor, or any directors, officers, employees, or authorized volunteers of the Authority or Contractor, and damages to or destruction of property of any person, including but not limited to, the Authority and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, to the extent caused by the negligence, recklessness and willful misconduct of the Consultant, its employees or subcontractors, and except the negligence or willful misconduct or active negligence of the Authority or its directors, officers, employees, or authorized volunteers;
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

- C. Any and all losses, expenses, damages (including damages to the work itself), reimbursement of reasonable attorneys' fees, and other costs, which any of them may incur to the extent caused by the negligent failure of Contractor to faithfully perform the work and all of the Contractor's obligations under the Contract.

With regard to any claim alleging Contractor's negligent performance of professional services, Contractor's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

Contractor shall pay and satisfy any judgment, award, or decree that may be rendered against the Authority or its directors, officers, employees, or authorized volunteers, in any such suit, action or other legal proceeding that relates to indemnified acts to the extent of Contractor's responsibility therefor, and to the extent they are not covered by Contractor's insurance.

11. Insurance

- A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
- B. Coverage shall be at least as broad as:

Comprehensive or Commercial General Liability

Combined Single Limit Per Occurrence..... \$1 million

(Including coverage for (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.)

Automobile Liability:

Combined Single Limit Per Occurrence..... \$5 million

(The policy shall cover on an occurrence or an accident basis, and not on a claims-made basis for each of Contractor's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles.)

This insurance coverage shall not be required if vehicles use by Contractor is not a material part of performance of this Agreement and Contractor and Authority both certify this fact by initialing here.

Workers Compensation..... Full Liability Coverage

(Contractor shall not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other contractors. The retroactive date of the policy must be shown and must be before the date of the agreement.)

Umbrella Liability Coverage

Combined Single Limit \$10 million

(For excess liability insurance for Commercial General Liability, Auto Liability, and Employer's Liability.)

Pollution Liability Coverage

Combined Single Limit \$10 million

(For pollution losses occurring on Contractor's premises)

Environmental Impairment Liability Coverage

Combined Single Limit \$10 million

(For pollution losses occurring at Contractor's Transfer, Storage, and Disposal Facilities).

Proof of compliance with Closure/Post Closure Financial requirements. Copies of financial assurances documents and funding mechanisms are to be made available to Authority upon request.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage (except professional liability) shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Authority and its indemnified parties. All policies referenced herein shall include primary and non-contributory coverage in favor of SVSWA, either within the policy form or via endorsement."

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Authority. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by mail to the Salinas Valley Solid Waste Authority should the policy be canceled before the expiration date, or ten (10) days for cancellation for non-payment of premium. .

Waiver of Subrogation

Consultant hereby grants to Authority a waiver of any right to subrogation which any insurer of said Consultant (except the professional liability insurer) may acquire against the Authority by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Consultant shall be solely responsible for any and all deductibles and self-insured retentions.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VI, unless otherwise acceptable to the Authority.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the Authority with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. A statement on the insurance certificate which states that the insurance company will endeavor to notify the certificate holder, “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” does not satisfy the requirements of herein. The Consultant shall ensure that the above-quoted language is stricken from the certificate by the authorized representative of the insurance company. The insurance certificate shall also state the limits of coverage required hereunder.

Consultant shall provide substitute certificate of insurance no later than ten (10) days after to the policy expiration date. Failure by the Consultant to provide such a substitution and extend the policy expiration date shall be considered default by Consultant.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Maintenance of insurance by the Consultant as specified in the agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatever and the Consultant may carry, at its own expense, such additional insurance as it deems necessary.

The insurer (except the professional liability carrier) shall waive all rights of subrogation against the Authority, its directors, officers, employees, or authorized volunteers.

12. Access to Records

Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for Authority under this agreement on file for at least three (3) years following the date of final payment to Consultant by Authority. Any duly authorized representative(s) of Authority shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant’s usual and customary business hours. Consultant shall provide proper facilities to Authority’s representative(s) for such access and inspection.

13. Assignment

It is recognized by the parties hereto that a substantial inducement to Authority for entering into this agreement was, and is, the professional reputation and competence of Consultant. This agreement is personal to Consultant and shall not be assigned by it without the prior express written approval of Authority. If the Consultant is a corporation or other business entity, a change of control (meaning a transfer of more than 20% of the voting stock or equity interest in the entity) shall constitute an assignment requiring the Authority’s prior consent.

Authority may assign this agreement, and its assignee shall have all of the rights, and be subject to all of the obligations, of Authority hereunder, and whenever an officer of Authority is referred to in this agreement, then the representative of the assignor exercising similar duties shall be deemed to be the person referred to.

14. Changes to Scope of Work

Authority may at any time and, upon a minimum of ten (10) days written notice, seek to modify the scope of basic services to be provided under this agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify Authority in writing. The rate of compensation shall be based upon the hourly rates shown in Exhibit "B" of this agreement. Upon agreement between Authority and Consultant as to the extent of said impacts to time and compensation, an amendment to this agreement shall be prepared describing such changes.

Execution of the amendment by Authority and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Compliance with Laws, Rules, and Regulations

Services performed by Consultant pursuant to this agreement shall be performed in accordance and full compliance with all applicable federal, state, and local laws and any rules or regulations promulgated thereunder.

16. Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its employees, agents, or subcontractors by federal or state law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

17. Fiscal Considerations

The parties to this Agreement recognize and acknowledge that Authority is a political subdivision of the entities which it represents. As such, Authority is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of Authority business, Authority will adopt a proposed budget for a given fiscal year.

In addition to the above, should the Authority during the course of a given year for financial reasons reduce, or order a reduction, in the budget for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the Authority, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

18. Interest of Public Official

No official or employee of Authority who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of Authority have any interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Withholding (Form 730)

In accordance with changes in Internal Revenue Law, OASDI (Old Age, Survivors, & Disability Insurance) and income taxes may be withheld from any payments made to Consultant under the terms of this Agreement if Consultant is determined by the Authority not to be an independent contractor.

20. California Residency (Form 590)

All independent Consultants providing services to the Authority must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of this agreement or Authority shall withhold seven (7) percent of each payment made to the Consultant during the term of this agreement. This requirement applies to any agreement/contract exceeding \$600.00.

21. Tax Payer Identification Number (Form W-9)

All independent Consultants or Corporations providing services to the Authority must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

22. Independent Contractor

It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the Authority. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee, agent, or servant of the Authority.

23. Exhibits Incorporated

All exhibits referred to in this agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of the agreement and any of the terms of any exhibit to the agreement, the terms of the agreement shall control the respective duties and liabilities of the parties.

24. Integration and Amendment

This agreement represents the entire understanding of Authority and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters contained herein. No prior oral or written understanding shall be of any force or affect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

25. Jurisdiction

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in the State of California in the County of Monterey.

26. Severability

If any part of this agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void in so far as it is in conflict with said laws, but the remainder of the agreement shall continue to be in full force and effect.

27. Notice to Proceed; Progress; Completion

Upon execution of this agreement by both parties, Authority shall give Consultant written notice to proceed with this work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, Authority shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period specified in said notice.

28. Ownership of Documents

Title to all documents, drawings, specifications, data, reports, summaries, correspondence, photographs, computer software, video and audio tapes, and any other materials with respect to work performed under this agreement shall vest with Authority at such time as Authority has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. Authority agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

29. Subcontractors

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this agreement. Consultant shall be responsible to Authority for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this agreement. All subcontractors shall comply with the insurance requirements in Section 11 as if they were the Consultant.

30. Dispute Resolution

A. MEDIATION

In the event of any dispute, claim, or controversy among the parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the parties shall submit the dispute to the Judicial Arbitration and Mediation Service (JAMS) for non-binding mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The mediation shall take place in Salinas, California. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are and shall be, confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within 30 days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), either party may submit the dispute, claim or controversy to binding arbitration as provided in this Agreement, or litigation, as the parties agree. The mediation may continue, if the parties so agree, after the appointment of the arbitrators. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

B. ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Salinas, California before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The provisions of California Code of Civil Procedure, section 1283.05, as well as any amendments or revisions thereto, are incorporated into this agreement. Depositions may be taken and discovery may be obtained in any arbitration under this agreement in accordance with said statute or any amendment thereto. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude any of the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This arbitration clause is subject to the limitation in subsection C below.

C. CLAIMS AGAINST THE AUTHORITY; STATUTE OF LIMITATIONS

Any claims for relief against the Authority shall be subject to the claims requirements of Government Code Section 905 *et seq.* and the Authority's Ordinance Code Article 3.04 and must be submitted to arbitration or litigation within the applicable statutes of limitations governing civil actions in California, or will otherwise be barred. The arbitrators shall be without jurisdiction to hear or determine claims barred by the statute of limitations. This

provision shall be enforced by the Superior Court of Monterey County or any other court of competent jurisdiction.

31. Termination

- A. In the event that it is determined by the Authority to terminate this agreement, the Authority:
 - 1. Shall give Consultant written notice that in the Authority's opinion the conduct of the Consultant is such that the interests of the Authority may be impaired or prejudiced, or
 - 2. Upon written notice to Consultant, may for any reason whatsoever, terminate this agreement.
- B. Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon hourly rates shown in Exhibit "B," except that:
 - 1. In the event of termination by the Authority for Consultant's default, Authority shall deduct from the amount due Consultant the total amount of additional expenses incurred by Authority as a result of such default. Such deduction from amounts due Consultant are made to compensate Authority for its actual additional cost incurred in securing satisfactory performance of the terms of this agreement, including but not limited to, costs of engaging other consultants for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay Authority the full amount of such expense, but only to the extent caused by its negligence. In the event that this agreement is terminated by Authority for any reason, Consultant shall:
 - (a) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by Authority; and
 - (b) Deliver to Authority all documents, data, reports, summaries, correspondence, photographs, computer software, video, and audiotapes, and any other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this agreement. Such material is to be delivered to Authority whether in completed form or in process; however, notwithstanding the provisions of Section 23 herein, Authority may condition payment for services rendered to the date of termination upon Consultant's delivery to the Authority of such material.
- C. In the event that this agreement is terminated by Authority for any reason, Authority is hereby expressly permitted to assume this project and complete it by any means, including but not limited to, an agreement with another party.
- D. The rights and remedy of the Authority provided by under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this agreement.
- E. Consultant may terminate this Agreement upon 30 days notice in the event of non-payment or other material breach by Authority.

32. Audit and Examination of Accounts

- A. Consultant shall keep and will cause any assignee or subcontractor under this agreement to keep accurate books of record in account, in accordance with sound accounting principles, which records pertain to services to be performed under this agreement.
- B. Any audit conducted of books and records and accounts shall be in accordance with generally accepted professional standards and guidelines for auditing.
- C. Consultant hereby agrees to disclose and make available any and all information, reports, or books of records or accounts pertaining to this agreement to Authority and any local, State or Federal government that provides support funding for this project.
- D. Consultant hereby agrees to include the requirements of subsection (B) above in any and all

contracts with assignees or consultants under his agreement.

- E. All records provided for in this section are to be maintained and made available throughout the performance of this agreement and for a period of not less than three (3) years after full completion of services hereunder, except that any and all such records which pertain to actual disputes, litigation, appeals, or claims shall be maintained and made available for a period of not less than three (3) years after final resolution of such disputes, litigation, appeals, or claims.

33. Extent of Agreement

This agreement represents the entire integrated agreement between Authority and Consultant and supersedes all prior negotiations, representations, understandings, or agreements between the parties either written or oral.

34. Notices

- A. Written notices to the Authority hereunder shall, until further notice by Authority, be addressed to:

Via Mail

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
P.O. Box 2159
Salinas, CA 93902-2159

Hand Delivered

Salinas Valley Solid Waste Authority
Attn: Mr. R. Patrick Mathews,
General Manager/CAO
128 Sun Street Suite 101
Salinas, CA 93901

- B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Company: Stericycle
Name: Marc Winkler
Address: 11855 White Rock Road
City, State, Zip: Rancho Cordova, CA 95742

- C. The execution of any such notices by the Chief Administrative Officer or Assistant General Manager representative of the Authority shall be effective as to Consultant as if it were by resolution or order of the Authority Board, and Consultant shall not question the authority of the Chief Administrative Officer or Assistant General Manager to execute any such notice.
- D. All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

35. Nondiscrimination

During the performance of this agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years), or disability.

36. Conflict of Interest

Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this agreement a violation of any applicable state, local, or federal law. Consultant further declares that, in the performance of this agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless

hereinafter arise, Consultant shall promptly notify Authority of the existence of such conflict of interest so that Authority may determine whether to terminate this agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 *et seq.*) that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this agreement.

37. Headings

The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this agreement.

38. Multiple Copies of Agreement

Multiple copies of this agreement may be executed but the parties agree that the agreement on file in the office of the Clerk of the Authority Board is the version of the agreement that shall take precedence should any differences exist among counterparts of the documents.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement on the date first above written.

SALINAS VALLEY SOLID WASTE AUTHORITY:

APPROVED AS TO FORM:

R. Patrick Mathews
General Manager/CAO

Thomas M. Bruen
Authority General Counsel

ATTEST:

Elia Zavala
Clerk of the Board

CONSULTANT: Stericycle Environmental Solutions

Signature

Marc Winkler
Printed Name

HHW Program Manager _____
Title

Attachments:

Exhibit B Scope of Services

Section 3: Service Procedures

SES can provide the Authority with complete transportation and disposal services for its Household Hazardous Waste Collection Program. SES can perform a full range of waste management services for all materials collected through the HHW Program. Such services include, but are not limited to the following:

- | | | |
|---|--|---|
| <input type="checkbox"/> Labor | <input type="checkbox"/> Documentation | <input type="checkbox"/> Provide PPE |
| <input type="checkbox"/> Materials | <input type="checkbox"/> Transportation | <input type="checkbox"/> Responsibility |
| <input type="checkbox"/> Training | <input type="checkbox"/> Limitations on Acceptance | during Transport |
| <input type="checkbox"/> Recycle and Disposal | <input type="checkbox"/> OSHA Compliance | and for Damages |

Performance of all operational, disposal and treatment services are in strict compliance with all applicable local, state, and federal regulations such as CCR, Titles 8, 22 and 26, CFR Titles 29,40, and 49, and California's DTSC requirements. SES is aware of current costs, as well as acceptance and analytical requirements for the disposal of hazardous waste at approved EPA permitted disposal facilities.

Waste Profiling Requirements

In recognition of the similarity of the waste generated in HHW programs nationwide, and in order to streamline paperwork requirements, SES developed an in-house generic HHW Profiling system. SES will extend the use of this system to the Authority free of charge. No paperwork or fees are required to admit waste into our facilities under this system. All profiles are renewed annually.

Packaging and Materials Requirements

Packages must be labeled per D.O.T. requirements, with minimal additional data for SES facility receiving use. Neither SSES nor any known regulations or laws require that the CESQG and HHW waste be segregated. The Authority may continue to package these waste streams together and ship them under the generic HHW profiles provided.

Methods for Optimizing Efficiency

All waste shall be packaged, labeled, and sorted in accordance with DOT requirements pursuant to Title 49, Code of Federal Regulation, and Subchapter C. SES will consolidate the waste material to the fullest possible extent and utilize the most efficient shipping container. The low-volume waste streams such as mercury, batteries, and reactives are usually shipped in five-gallon containers. SES uses cubic yard boxes to ship waste streams such as paint related material, toxic solids, and non-RCRA solids. SES has designed a low-profile tri-wall box for packaging and shipping paint. This box is designed and used in accordance with SES's Department of Transportation exemption. The low profile is very ergonomic and has proven to reduce the risk of back injury for employees. This paint boxes holds the equivalent volume of material as the cubic yard box. Waste streams such as motor oil and antifreeze will be bulked. This reduces the amount of drums shipped lowers disposal costs.

Shipping the most practical containers feasible will maximize efficiency and reduce overall operating costs. Additional shipping containers include the 55-gallon labpack box, 55-gallon drum, 30-gallon drum, 15-gallon drum, 10-gallon drum, and 5-gallon drum. Most drums are available in fiber, poly, and metal.

Lab Pack Documentation Procedure

SES offers a simplified approach to packaging, requiring waste be sorted and packaged to D.O.T. requirements, and not beyond, for acceptance into our facilities. Detailed labpack inventory sheets will not be required.

Procedure for Notification of Waste Pick-Up

A shipment request may simply consist of a fax or e-mail to Terry Thompson that contains an inventory of the type and number of drums to be shipped. A detailed list of supplies and extra labels that are needed will also need to accompany the fax or email.

Lead Time Required For Shipments

All hazardous waste transportation services will be requested through, and arranged by, the Project Manager, Terry Thompson. Requests for routine pickups should be forwarded to Terry 5 business days in advance of the desired shipment date.

Minimum Shipment Requirements

SES is not imposing any minimum shipment requirements.

Urgent or Short Notice Pickup Requirements

As part of our partnership approach to our customers, SES strives to provide any contingency services required for the safety and success of our customer's operations. Should the Authority require short notice, including weekend, pickups, SES will endeavor to provide that service on a contingency basis in the shortest turnaround possible. As we own and operate our own transportation fleet, we are confident in our ability to respond the same day to most situations. SES local transportation group is located in Rancho Cordova, CA, a short distance from Salinas.

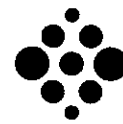
To request such contingency service after hours or on the weekends, our general office toll-free phone number (877) 748-3040 would be dialed, which is forwarded to a staffed answering service, who would then page the Authority's Project Manager, Terry Thompson, or our HHW Operations Supervisor, Marc Winkler, who would arrange for provision of transportation services to the Authority's facility as quickly as possible.

Manifest/Inventory Preparation Procedures

SES will provide all required shipping labels and manifests for Authority use. We routinely preprint and provide an initial inventory of Hazardous Waste labels. SES will provide replacement labels with each shipment based on the inventory submitted so that the Authority does not run out of shipping labels. Furthermore, based on the inventory submitted, SES will preprint and deliver the manifests to the Authority for use in all shipments as is our regular practice.

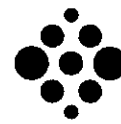
Section 4: Cost Proposal

Manifested Wastes	Waste Category	Management Method	Package	Method Shipped	Unit Cost
Flammable and poison	Flammable Solids and Liquids	Incineration	LP, LO	55 gal	\$335
	Bulked Flammable Liquids	Fuel Blend	BU	55 gal	\$101
	Oil-base Paint	Fuel Blend	BU/LO	55 gal	\$139
	Poisons	Incineration	LP	55 gal	\$201
	Reactive and explosive	Not accepted	---	---	---
	Compressed Gas flammable (camp fuel)	Recycle	LO	55 gal	\$144
Acid	Inorganic/Organic Acid	Treatment	LP	55 gal	\$154
Bases	Inorganic/Organic Bases	Treatment	LP	55 gal	\$154
Oxidizer	Neutral Oxidizers	Treatment	LP	55 gal	\$386
	Organic Peroxides	Incineration	LO	5 gal bucket	\$82
	Organic Peroxides	Incineration	LO	10 gal	\$144
	Oxidizing Acid/Base	Treatment	LP	10 gal	\$93
PCB	PCB – containing paint	Incineration	LO	20 gal	\$515
	Other PCB includes ballasts	Incineration	LO	30 gal	\$257
Reclaimable	Antifreeze	Recycle	BU	55 gal	\$88
	Auto Batteries	Recycle	Stacked	Shrink wrap pallet	N/C
	Latex Paint	Recycle	BU	55 gal	\$113
	Motor Oil Oil Products	Recycle	BU	55 gal	\$67
	Used Oil Filters	Recycle	LO	55 gal	\$77



Manifested	Waste Category	Management Method	Package	Method Shipped	Unit Cost
Asbestos	Asbestos	Landfill	Double Bagged	20 gal	\$62
Universal Waste	Mercury containing automatic switches, thermometers and novelties	Recycle	LO	20 gal	\$232
	Mercury containing thermostats	Recycle	LO	20 gal	\$232
	Mercury containing waste (other)	Recycle	LO	20 gal	\$232
	Florescent Lamps	Recycle	LO	4 ft Box	\$.14/lf

Manifested Wastes	Waste Category	Management Method	Package	Method Shipped	Unit Cost
	Florescent Lamps	Recycle	LO	8 ft box	\$0.14/lf
	Alkaline/Heavy Duty Batteries	Recycle	LO	30 gal	\$0.60/lb
Aerosol Container (UW)	Aerosol Containers	Fuel Blend	LO	UN Box	\$592
Other	Home Generated Sharps	Incineration	4 qt containers LO	33 gal Bio Hazard Can	\$154
	Pharmaceutical Waste	Incineration	LO	Lock Box	\$216
	Liquid Propane Gas Cylinders	Recycle	Stacked	Shrink wrap pallet	\$6/ea
	Compressed Gas	Recycle	LO	55 gal	\$144
Drums	55 gallon closed top				\$33
Drums	55 gallon open top				\$37
Drums	30 gallon open top				\$41
Drums	20 gallon open top				\$46
Drums	15 gallon open top				\$39
Drums	10 gallon open top				\$46
Bucket	5 gallon plastic				\$10
Absorbent - granulated	40 lb bag				\$8
GP-X Markers	12 per box				\$12
Fluorescent Lamp Box	4 foot				\$10
Fluorescent Lamp Box	8 foot				\$12
Triwall Box	1 cubic yard				\$57
Non UN Box	1 cubic yard				\$36



Manifested Wastes	Waste Category	Management Method	Package	Method Shipped	Unit Cost
Box Liner	1 cubic yard				n/c
CFL Tub	4 foot				\$29
Bio Hazard Can	33 gallon				n/c
Bio Hazard Can Liners	33 gallon				n/c
Lock Box for Pharmaceuticals	Specify Size				\$41



2013-16 Strategic Plan Update

Patrick Mathews
General Manager/CAO
June 18, 2015

2013-16 Strategic Goals

- **Fund/Implement 75% waste diversion**
- **Complete Development of the Salinas Area Transfer Station & Materials Recovery Center (MRC)**
- **Utilize Closed Landfills to Generate Revenue**
- **Increase Public Access, Involvement & Awareness of SVSWA Activities**
- **Reduce Costs & Improve Services Johnson Canyon Landfill and Other SVSWA Facilities**
- **Promote and Maintain a High Performance, Efficient and Flexible Workforce**

GOAL: Fund and Implement 75% Diversion of Waste from Landfills

- 5-year budget projections included in all future budgets
 - Better cost modeling of advanced waste diversion options
- Ended Waste Importation to Community Landfill
- AB 939 fees in-place of waste import funds
 - Expansion of waste diversion programs no longer dependent on landfill fees or imported waste
- Autoclave Demonstration advances
 - GOE funding, commercial partnerships & validation planning
- Clothing Closet partnership with Salvation Army

GOAL: Complete Development of the Salinas Area Station and Materials Recovery Center (SAMRC)

- Sun Street Sale – On hold by Salinas & Alisal Market Place Developer
- Madison Lane Transfer Station Acquisition – Negotiations ongoing with Waste Management
- Rossi Street Extension Development – On hold by Salinas
- Project CEQA – Initial Study, Notice of Preparation and EIR Scope of Work being completed for September approval (pending above items)

GOAL: Complete Development of the Salinas Area Station and Materials Recovery Center (SAMRC) (continued)

- Options for consideration as CEQA Alternatives
 - Retain Status Quo Operations
 - At Sun Street until Alisal Market place is implemented
 - At Work Street without Clean Fiber Recovery project
 - No Transfer Station in Salinas Area
 - All franchises and residents direct haul to landfill(s)
 - Clean Fiber Recovery project at Johnson Canyon Landfill (or Gonzales Industrial Park?)

GOAL: Utilize Jolon Road, Crazy Horse and Lewis Road Closed Landfills to Generate Revenue

- MOU with Ameresco and County to use Crazy Horse Landfill gas to produce electricity for County operations ready for approval
- Solar development on Crazy Horse Landfill underway
- Expansion of Johnson Canyon Landfill Gas utilization under development
 - Pipeline to prison or expanded power plant

GOAL: Increase Public Access, Involvement and Awareness of SVSWA Activities

- Completed customer surveys & expanded to quarterly
- Completed Marketing plan for 2015-16
- Added marketing metric measurements
- Provided Board members with outreach participation opportunities
- Results: Sun Street diversion, usage & popularity has outgrown facility capacity

GOAL: Reduce Costs and Improve Services at Johnson Canyon Landfill

- Facility capital improvements underway
 - Flare expansion, leachate tank relocation, litter control, landfill gas collection, stormwater
- Improved diversion activities at landfill
- Public Materials Recovery Center complete
- Stormwater Pollution Prevention Plans updated to meet new State regulations
- Planning underway to re-use winery wastewater for operations & composting

GOAL: Promote & Maintain a High Performance, Efficient & Flexible Workforce

- 2014-15 Safety goals completed
 - OSHA level safety review done
- 2015-16 safety goals developed
 - OSHA level safety review recommendations
- Compensation study/benchmarking completed & in negotiation with labor groups
- Records Clerk recruitment underway
- Career development & training plans completed

2013-16 Strategic Plan Update

**QUESTIONS-
COMMENTS?**