



A G E N D A

Board of Directors

Thursday, June 16, 2011, 6:00 p.m.

Gonzales City Council Chambers
117 Fourth Street, Gonzales, California

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Board Directors

County: Lou Calcagno
County: Fernando Armenta, Vice President
Salinas: Gloria De La Rosa, President
Salinas: Dennis Donohue
Salinas: Jyl Lutes
Gonzales: Liz Silva, Alternate Vice President
Soledad: Richard Perez
Greenfield: Yolanda Teneyuque
King City: Robert Cullen

Alternate Directors

County: Simon Salinas
Salinas: Tony Barrera
Gonzales: Scott Funk
Soledad: Christopher Bourke
Greenfield: Annie Moreno
King City: Sue Kleber

GENERAL MANAGER/CAO COMMENTS

DEPARTMENT MANAGER COMMENTS

BOARD DIRECTOR COMMENTS

PUBLIC COMMENT

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

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 May 19, 2011 Meeting](#)
2. [April 2011 Claims and Financial Reports](#)
3. [A Resolution Approving a Professional Services Agreement with ECS Refining for the Hauling and Recycling of Electronic Waste](#)
4. [A Resolution Establishing the Investment Policy for Fiscal Year 2011-12](#)
5. [2010-11 Operating Budget Adjustments](#)
6. [2010-11 Capital Improvement Projects Budget Adjustments](#)
7. [Status Report on Procurement of Services for the Crazy Horse Landfill Closure Construction Project](#)

PRESENTATIONS

8. [Strategic Budget Planning Update](#)
By General Manager/CAO Patrick Mathews

CONSIDERATION

9. **Expenditures for Providing Food at Authority Board of Directors and Executive Committee Meetings**
- A. Receive a Report from Administrative Manager Rose Gill
 - B. Public Comment
 - C. Board Discussion
 - D. Board Action

FUTURE AGENDA ITEMS

10. **Agenda Items – View Ahead**

CLOSED SESSION

11. Pursuant to **Government Code Section 54957 (b)** to consider the Performance Evaluation of the General Manager/Chief Administrative Officer.

RECONVENE TO OPEN SESSION

ADJOURNMENT

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This agenda was posted at the Administration Office of the Salinas Valley Solid Waste Authority, 128 Sun Street, Suite 101, Salinas, and on the Gonzales Council Chambers Bulletin Board, 117 Fourth Street, Gonzales, **Friday, June 10, 2011**. The **July 21, 2011** Board of Directors Meeting has been **CANCELED**. The Salinas Valley Solid Waste Authority Board will next meet in regular session on **Thursday, August 18, 2011**. Staff reports for the Authority Board meetings are available for review at:

- ▶ Salinas Valley Solid Waste Authority: 128 Sun Street, Ste. 101, Salinas, CA 93901, Phone 831-775-3000
- ▶ Authority Web Site: www.svswwa.org ▶ Public Library Branches in Gonzales, Prunedale and Soledad
- ▶ City Halls of Salinas, Gonzales, Greenfield, King City & Soledad

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact Ernesto Natera, Acting 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).

**MINUTES OF
THE SALINAS VALLEY SOLID WASTE AUTHORITY
BOARD MEETING
MAY 19, 2011**

CALL TO ORDER

Vice President Armenta called the meeting to order at 6:10 p.m.

PLEDGE OF ALLEGIANCE

The pledge was recited.

ROLL CALL

The following Board Directors were present:

County of Monterey	Fernando Armenta, Vice President
City of Salinas	Jyl Lutes
City of Gonzales	Liz Silva, Alternate Vice President
City of Soledad	Richard Perez
City of King	Robert Cullen

ABSENT

County of Monterey	Louis Calcagno
City of Salinas	Dennis Donohue
City of Salinas	Gloria De La Rosa, President
City of Greenfield	Yolanda Teneyuque

Staff Members Present:

Patrick Mathews, General Manager/CAO	Dave Meza, Authority Engineer
Jose Gamboa, Assist. General Manager	Ernesto Natera, Administrative Assistant II
Roberto Moreno, Finance Manager	David Roel, HHW HazMat Technician
Susan Warner, Diversion Manager	Thomas Bruen, General Counsel

GENERAL MANAGER COMMENTS

(6:13) General Manager Mathews informed the Board of Directors about recent staff presentations during SWANA's western regional symposium.

DEPARTMENT MANAGER COMMENTS

None

BOARD DIRECTOR COMMENTS

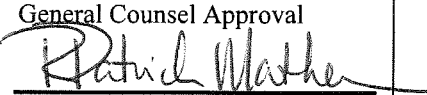
Director Cullen thanked staff for participation at the Salinas Valley Fair.

PUBLIC COMMENT

None

CONSENT AGENDA (6:15)

1. Minutes of April 21, 2011 Meeting
2. March 2011 Claims and Financial Reports
3. Quarterly Tonnage and Diversion Report
4. Resolution 2011-16 Approving FY 2011-12 Rates & Service Fees
5. Resolution 2011-17 Approving Change in Use of the Expansion Fund for FY 2011-12
6. Resolution 2011-18 Approving FY 2011-12 Final Budget

ITEM NO. 1
Agenda Item
<i>T. Bruen by en</i>
General Counsel Approval

General Manager/CAO

7. Resolution 2011-19 Authorizing Issuance of Purchase Order to Applied Industrial Technologies to Provide Geotextile for Crazy Horse Landfill Closure Construction Project (CIP 9227) at An Amount Not to Exceed \$253,858.89
8. Resolution 2011-20 Awarding the Liner Installation Construction Contract for the Crazy Horse Landfill Closure Construction Project (CIP 9227) to International Lining Technology At An Amount Not to Exceed \$2,766,521.99
9. Resolution 2011-21 Authorizing Issuance of Purchase Order to ClosureTurf LLC to Provide Artificial Turf for Crazy Horse Landfill Closure Construction Project (CIP 9227) At An Amount Not to Exceed \$2,234,958.81

Director Cullen requested Items 4, 5 and 6 be pulled for separate discussion. Items were pulled for separate discussion.

Public Comment: Abel Moran, requested items 7 & 8 be pulled. He inquired into how the Items 7 & 8 were placed out to bid to the public and if they were noticed in local newspapers. General Manager Mathews responded items went out to bid through the Authority's standard public process. Authority Engineer Meza expressed several contractors were informed and Authority code was followed.

Board Comments: None

Motion: Director Perez made a motion to approve consent items 1, 2, 3, 7, 8, 9. Director Lutes seconded the motion.

Vote: Motion carried 5, 0 on items 1, 2, 3, 7, 8, 9
Ayes: Armenta, Perez, Cullen, Silva, Lutes,
Noes: None
Abstain: None
Absent: Calcagno, Donohue, Teneyuque, De La Rosa

Items 4, 5 and 6 were discussed.

Public Comment: None

Board Comments: Director Cullen expressed he did not support items 4, 5 and 6 as they did not support the Authority's strategic objectives adopted during the Authority's retreat.

Motion: Director Perez made a motion to approve consent items 4, 5, and 6 the consent agenda. Director Lutes seconded the motion.

Vote: Motion carried 3, 2
Ayes: Armenta, Perez, Lutes,
Noes: Cullen, Silva
Abstain: None
Absent: Calcagno, Donohue, Teneyuque, De La Rosa

PRESENTATIONS

10. CRAZY HORSE LANDFILL CLOSURE STATUS UPDATE

(6:20) Authority Engineer Dave Meza provided a presentation.

Public Comment: None

Board Comments: None

Direction: None

11. HOUSEHOLD HAZARDOUS WASTE FACILITY REPORT

(6:25) Diversion Manager Susan Warner & Household Hazardous Waste Technician David Roel provided a presentation.

Public Comment: None

Board Comments: Director Silva inquired into proper disposal method for aerosol cans. HHW Technician David Roel responded by providing proper method of disposal.

Direction: None

FUTURE AGENDA ITEMS

12. AGENDA ITEMS – VIEW AHEAD

(6:43) The Board reviewed the handout provided and agreed to have a recess for July's Board of Directors Meeting.

ADJOURN

Vice President Armenta adjourned the meeting at 6:44 p.m.

APPROVED: _____
Fernando Armenta, Vice President

ATTEST:

Ernesto Natera, Acting Clerk of the Board



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 2

Finance Manager/Controller-Treasurer

N/A

Legal Counsel

General Manager/CAO

Date: June 16, 2011
From: Roberto Moreno, Finance Manager
Title: April 2011 Claims and Financial Reports

RECOMMENDATION

Staff recommends acceptance of the April 2011 Claims and Financial Reports. The Executive Committee makes no recommendation since they did not meet due to lack of a quorum.

BACKGROUND

The following information is provided so that the Board can review the financial standing of the Authority at the end of April 2011.

Cash Balances

The Authority's cash position increased \$306,661.62 during April to \$23,524,947.42.

Bond proceeds reserved for bond debt service until 2031	\$ 2,820,700.00
Employee deductions to be used for medical reimbursements	4,017.99
Tipping fees reserved for landfill closure costs	13,090,273.97
Sale of outside waste for landfill expansion costs	7,368,320.51
Salinas Rate Stabilization and Transportation Surcharge fees	185,535.26
Operations and capital projects	56,099.69
	\$ 23,524,947.42

Cash and Investments

The Authority's cash and investments are summarized as follows:

Investments held in trust by bond issue fiscal agent – Bank of New York

AIG Matched Funding Investment Agreement	5.454%	\$ 2,820,700.00
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Investments managed by the Authority Treasurer

Local Agency Investment Fund	0.500%	20,307,007.37
Petty Cash	-	1,500.00
Rabobank general checking account	-	835.98
Rabobank general deposit account	-	366,903.94
Rabobank scalehouse deposit account	-	22,982.14
Rabobank payroll account	-	1,000.00
Rabobank Aflac flexible spending account	-	4,017.99

Total Cash and Investments \$ 23,524,947.42

Results of Operations

For the month of April 2011, revenue exceeded operating expenses by \$831,594. As of April 30, 2011 operating revenue exceeded expenditures by \$1,530,894 (96.15%) of the budgeted surplus of \$1,592,219.

Revenues

For the month of April 2011, the Authority earned \$952,259 in tipping fees. As of April 30, 2011 (83.33% of the fiscal year) the Authority has earned \$9,765,200 (80.42%) of the estimated tipping fees \$12,143,160. Based on historical trends, this is \$299,371 behind expected ytd tipping fee revenues of \$10,064,571 (83.02%).

Please refer to the attached graphs for a better view of how the Authority's tipping fees have been tracking month by month.

Accounts Receivable

At April 30, the Authority had \$1,156,990.50 in accounts receivable of which \$1,075,798.04 (92.98%) was for April tipping fees.

Operating Expenditures

For the month of April 2011, the Authority's operating expenditures totaled \$831,594. As of April 30, 2011 the Authority has paid out \$11,311,820 (78.58 %) of the operating budget of \$14,394,980.

Capital Project Expenditures

For the month of April 2011, the Authority's capital expenditures totaled \$36,052. \$31,687 was expended on the Crazy Horse Canyon Landfill Closure. As of April 30, 2011 (83.33% of the fiscal year) the Authority has paid \$595,438 (3.48%) of the capital improvements budget of \$17,112,897.

Claims Checks Issued Report

The Authority's Checks Issued report for the month of April 2011 is presented for review and acceptance. The April claims checks issued total \$882,728.52 of which \$282,500.72 was paid from the payroll checking account for payroll and payroll related benefits. Other major payments were as follows:

Recology Waste Solutions, Inc.	\$ 159,742.00	Mar 2011 Landfill Operations
Recology Waste Solutions, Inc.	42,278.80	Mar 2011 Diversion Assistance and Materials Fees and Mar 2011 Johnson Canyon Greenwaste
Waste Management, Inc.	82,699.49	Mar 2011 BFI Services to Madison Lane and Jolon Road Transfer Station
CA State Board of Equalization	79,572.00	Fees for the first quarter of 2011

ATTACHMENTS

April 2011 Consolidated Statement of Revenues and Expenditures

April 2011 Consolidated CIP Expenditures Report

April 2011 Checks Issued Report

April 2011 Tipping Fee Revenue Graphs



Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 2011

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
<u>Revenue Summary</u>							
Tipping Fees - Solid Waste	11,268,920	861,070	8,830,322	78.36	2,438,598	0	2,438,598
Tipping Fees - Surcharge	451,000	35,405	368,794	81.77	82,206	0	82,206
Tipping Fees - Diverted Materials	874,240	91,189	934,879	106.94	(60,639)	0	(60,639)
Tipping Fees - South Valley	2,147,600	178,961	1,789,613	83.33	357,987	0	357,987
Charges for Services	80,000	11,250	127,484	159.36	(47,484)	0	(47,484)
Sales of Materials	309,000	34,057	348,703	112.85	(39,703)	0	(39,703)
Investment Earnings	450,000	25,764	231,616	51.47	218,384	0	218,384
Grants	123,339	33,729	45,205	36.65	78,134	0	78,134
Miscellaneous/Other	260,000	0	142,945	54.98	117,055	0	117,055
Salinas Rate Stabilization Fee	23,200	0	23,152	99.79	48	0	48
Total Revenue	15,987,299	1,271,425	12,842,714	80.33	3,144,585	0	3,144,585
<u>Expense Summary</u>							
General Administration	1,157,190	91,655	894,162	77.27	263,028	21,424	241,604
Finance Administration	569,680	33,704	423,715	74.38	145,965	3,553	142,413
Operations Administration	524,830	48,670	510,713	97.31	14,117	8,062	6,055
Resource Recovery	701,760	70,275	508,696	72.49	193,064	59,269	133,795
Public Education	132,000	3,875	68,854	52.16	63,146	13,567	49,578
Household Hazardous Waste	576,820	42,271	428,675	74.32	148,145	27,161	120,985
C & D Diversion	66,200	6,336	64,060	96.77	2,140	2,140	0
Organics Diversion	396,700	33,878	297,869	75.09	98,831	98,761	70
Diversion Services	193,500	13,297	141,290	73.02	52,210	39,050	13,160
Scalehouse Operations	328,277	24,312	258,208	78.66	70,069	1,868	68,201
JR Transfer Station	692,242	53,636	529,075	76.43	163,167	163,166	1
SS Transfer Station	1,732,516	110,143	1,395,907	80.57	336,609	47,639	288,971
CH Landfill Operations	65,980	0	65,977	100.00	3	0	3



Salinas Valley Solid Waste Authority
Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 2011

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
JC Landfill Operations	3,237,447	264,243	2,147,012	66.32	1,090,435	790,273	300,161
Crazy Horse ECS	278,659	24,535	213,780	76.72	64,879	55,673	9,206
Lewis Road ECS	140,001	2,841	112,882	80.63	27,119	21,957	5,162
Johnson Canyon ECS	139,673	6,682	98,751	70.70	40,922	36,159	4,762
Jolon Road ECS	27,375	1,240	14,006	51.16	13,369	11,673	1,696
Debt Service - Interest	2,137,200	0	2,137,158	100.00	42	0	42
Debt Service - Principal	1,001,030	0	1,001,030	100.00	0	0	0
Closure Set-Aside	296,000	0	0	0.00	296,000	0	296,000
Total Expense	14,395,080	831,594	11,311,820	78.58	3,083,260	1,401,395	1,681,865
Revenue Over/(Under) Expenses	1,592,219	439,831	1,530,894	96.15	61,325	(1,401,395)	1,462,720



Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending April 30, 2011

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
106 9003 CR3 Pilot Project Studies	117,614	0	2,830	2.41	114,784	5,848	108,936
180 9004 Conversion Technology Evaluation	36,749	853	47,650	129.66	(10,900)	196	(11,097)
106 9006 Self Haul Serial MRF	249,905	0	0	0.00	249,905	0	249,905
106 9007 D.O.C. Grant	41,148	(14,714)	18,829	45.76	22,319	1,650	20,669
150 9010 JC Roadway Improvements	2,291,923	0	0	0.00	2,291,923	0	2,291,923
170 9012 Work St Transfer Station	595,723	668	40,550	6.81	555,173	9,014	546,159
150 9013 JC Module 456B Construction	194,431	173	46,109	23.71	148,322	0	148,322
150 9018 JC Resource Management Park	37,772	3,101	5,791	15.33	31,982	2,209	29,772
105 9019 Biodiesel Fuel Station	61,339	10,595	13,120	21.39	48,219	0	48,219
180 9021 CR3 Autoclave CEQA	0	0	0	0.00	0	20,000	(20,000)
106 9022 Gasifier CEQA	0	0	4,025	0.00	(4,025)	33,475	(37,500)
170 9199 Sun St. Transfer Station	62,420	3,690	62,079	99.45	341	0	341
130 9204 CH Groundwater Monitoring	11,372	0	0	0.00	11,372	0	11,372
105 9207 JPA Capital Replacement	8,894	0	0	0.00	8,894	0	8,894
150 9211 JC Groundwater Monitoring	28,680	0	0	0.00	28,680	0	28,680
150 9212 JC Erosion Control	18,060	0	0	0.00	18,060	0	18,060
161 9218 JR Ground Water Monitor	25,343	0	0	0.00	25,343	0	25,343
130 9227 CH Landfill Closure	1,346,262	22,599	248,898	18.49	1,097,364	32,654	1,064,710
130 9249 CH Groundwater Remediation	607,390	0	3,697	0.61	603,693	0	603,693
130 9250 CH Closed Area Maintenance	284,378	0	0	0.00	284,378	0	284,378
150 9255 JC LFG System Improvement	45,246	0	91,145	201.44	(45,899)	6,500	(52,399)
131 9301 CH Closure Preparation	207,250	3,923	3,923	1.89	203,327	109	203,218
131 9302 PH 1A Leachate Recirculation	79,000	5,165	5,165	6.54	73,835	0	73,835
131 9303 PH 1B Site Prep Work	497,000	0	0	0.00	497,000	0	497,000
131 9304 PH 1C Bench Preparation	194,000	0	0	0.00	194,000	0	194,000
131 9305 PH 1D Liner Termination	37,000	0	0	0.00	37,000	0	37,000
131 9306 PH 1E Liner Placement	5,658,000	0	0	0.00	5,658,000	0	5,658,000
131 9307 PH 1F Winterization	18,000	0	0	0.00	18,000	0	18,000



Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report

For Period Ending April 30, 2011

	CURRENT BUDGET	M-T-D REV/EXP	Y-T-D REV/EXP	% OF BUDGET	REMAINING BALANCE	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE
131 9308 PH 2A Module 1	314,000	0	0	0.00	314,000	0	314,000
131 9309 PH 2B Lower Access Road	35,000	0	0	0.00	35,000	0	35,000
131 9310 PH 2C Remaining LF Prep	404,000	0	0	0.00	404,000	0	404,000
131 9311 PH 2D Liner Placement	268,000	0	0	0.00	268,000	0	268,000
131 9312 PH 2E Complete Liner Work	929,000	0	0	0.00	929,000	0	929,000
131 9313 EQUIPMENT PURCHASES	257,500	0	0	0.00	257,500	0	257,500
131 9314 CH CLOSURE QUALITY ASSURANC	675,000	0	0	0.00	675,000	0	675,000
131 9315 CH CLOSURE CONSTRUCTION CC	1,021,000	0	0	0.00	1,021,000	0	1,021,000
150 9340 JC LFG to Energy	0	0	1,627	0.00	(1,627)	0	(1,627)
106 9518 JC C&D Mat Recovery Fac	120,575	0	0	0.00	120,575	0	120,575
150 9521 JC Entrance Facility	91,908	0	0	0.00	91,908	0	91,908
161 9819 JR Erosion Control	9,389	0	0	0.00	9,389	0	9,389
130 9913 CH LFG to Energy Pilot	16,096	0	0	0.00	16,096	0	16,096
150 9918 JC West Berm Plant Establ	216,528	0	0	0.00	216,528	0	216,528
Total CIP Expenditures	17,112,897	36,052	595,438	3.48	16,517,459	111,655	16,405,804

Salinas Valley Solid Waste Authority

Checks Issued Report for 4/1/2011 to 4/30/2011

Check #	Name	Check Date	Amount	Check Total
7719	A-1 SWEEPING SS STREET SWEEPING MARCH 2011	4/13/2011	774.00	774.00
7720	ASBESTOS INSPECTORS, INC. SS TS ASBESTOS REMOVAL	4/13/2011	2,390.00	2,390.00
7721	AT&T SERVICES INC HHW & SC 8314245520659 PH 02.24.11 - 03.23.11 JC 8316752114750 PH 02.19.11 - 03.18.11 LR 8317610775940 PH 02.20.11 - 03.19.11 HHW & SC 8314245520659 PH 02.24.11 - 03.23.11	4/13/2011	163.15 145.52 15.78 75.00	399.45
7722	BECK'S SHOE STORE, INC. 3 PAIRS OF SAFETY BOOTS FOR SCALE HOUSE CASHIERS	4/13/2011	457.13	457.13
7723	BFI/ALLIED WASTE SERVICES #471 SS ADMIN OFFICE TRASH CART SERVICE, APR 2011	4/13/2011	57.06	57.06
7724	CALIFORNIA HIGHWAY ADOPTION CO. HIGHWAY 101 LITTER ABATEMENT MAR 2011	4/13/2011	550.00	550.00
7725	CDW LOGISTICS Office Supplies - Screen Filter	4/13/2011	91.96	91.96
7726	COAST COUNTIES TRUCK & EQUIPMENT CO. TKR #001 PREVENTATIVE MAINTENACE TKR #001 OIL, LUBE, FUEL, WATER, AIR FILTERS	4/13/2011	200.02 168.20	368.22
7727	CSC OF SALINAS/YUMA 5 EA 3/4" RUBBER COATED CLAMPS JC MAIN SUP - VARIOUS JC SUPPLIES 16EA HYD HOSE, HOSE ENDS & ASSY QUICK COUPLER, PIPE FITTING, DRAIN VALVE CABLE	4/13/2011	8.48 363.04 225.18 40.68	637.38
7728	FAST - FINANCIAL, ADMINISTRATIVE, SECRETARIAL & TRANSLATION SERVICES Retreat Interpreter Services	4/13/2011	270.00	270.00
7729	FEDEX Overnight Shipments	4/13/2011	337.24	337.24
7730	GEOLOGIC ASSOCIATES, INC. GROUNDWATER MONITORING JAN 2011 GROUNDWATER MONITORING JAN 2011 JC NR GRDWTR MONITORING & REPORTING JAN 2011 GROUNDWATER MONITORING JAN 2011 GROUNDWATER MONITORING JAN 2011	4/13/2011	17,865.25 1,542.00 74.25 1,089.50 2,451.75	23,022.75
7731	GOLDEN STATE TRUCK & TRAILER REPAIR #16094 LEFT SIDE INNER TIRE PATCHED #16094 LEFT SIDE INNER/OUTER TIRES SWAPPED #16094 REPAIRED AIR LINE FOR HIGH/LOW GEARS #16094 RIGHT SIDE TIRE SWAPPED #20080 1 TINK RAM ON BUCKET REPLACED	4/13/2011	89.34 233.00 140.00 160.00 502.50	

Salinas Valley Solid Waste Authority

Checks Issued Report for 4/1/2011 to 4/30/2011

Check #	Name	Check Date	Amount	Check Total
	310G BACKHOE LT/ FR TIRE REPAIR, HYDRAULIC SERVI		320.00	
	40" COILED AIR LINE SET		54.36	
	SKIP LOADER BOX SCRAPER STEEL SUPPLIES		418.12	
	TLR #17157 RT SIDE OUTER TIRE PATCHED		92.34	
	TLR #17235 NEW NET LID		372.97	
	TRK #001 LEFT SIDE INNER/OUTER TIRES REPAIRED		150.50	
	TRK#002/TRLR 17236 SEWINDER RAIL PIVOT ARM REPAI		330.00	
	TRLR #17157 HINGE CUT OFF TRAILER LID		100.00	
	TRLR #17157 LEFT SIDE OUTER TIRE REPAIR		98.25	
	TRLR #17157 TURN KNUCKLE ON LID REPLACED		147.54	
				3,208.92
7732	**Void**	4/13/2011		
7733	GOLDER ASSOCIATES INC	4/13/2011		
	CH CLOSURE CONST PROJ CCO NO. 4 02.27.11		16,317.00	
				16,317.00
7734	GRAINGER	4/13/2011		
	SS TS COMPRESSOR SERVICE/REPAIRS		39.85	
	SS TS VALVE KIT		199.29	
				239.14
7735	GREEN RUBBER - KENNEDY AG, LP	4/13/2011		
	JC SUPPLIES BRAKE CLEANER, SHOP TOWEL, 110 GAL STR		78.98	
	JC SUPPLIES BULKHEADS & FITTINGS		14.33	
	JC SUPPLIES TANK & PUMP		498.93	
	JC SUPPLIES WORMGEAR CLAMPS, HOSE BARBS, NIPPLES		26.51	
				618.75
7736	Hartford Fire Insurance Company	4/13/2011		
	SURETY BOND RENEWAL FOR GM		2,750.00	
				2,750.00
7737	HOPE SERVICES	4/13/2011		
	SS TS Diversion & Litter Abate Laborers, MAR 2011		4,220.78	
	JC/SS TS MATTRESS/BOX SPRING HAULING/RECYCLING		365.40	
	SS TS Diversion & Litter Abate Laborers, MAR 2011		900.90	
	SS TS Diversion & Litter Abate Laborers, MAR 2011		6,262.67	
	SS TS MATTRESS/BOX SPRING HAUL/RECYCLING 03.29.11		730.80	
				12,480.55
7738	IRMA SCOFIELD	4/13/2011		
	JC ENTRANCE/EXIT SIGNS		208.80	
				208.80
7739	LOCAL GOVERNMENT COMMISSION	4/13/2011		
	NOV 2010-NOV 2011 ASSO LOCAL GOVT MEM RENEWAL		75.00	
				75.00
7740	MAINSTAY BUSINESS SOLUTIONS/FLEXIBLE FUNDING, LLC	4/13/2011		
	SS TS CONTRACT LABORER ENDING 03.20.11		709.50	
	SS TS CONTRACT LABORER ENDING 03.27.11		684.75	
				1,394.25
7741	MICHAEL SILVA	4/13/2011		
	TA# 2011-0328 - FINAL REIMBURSEMENT		149.00	
				149.00
7742	MONTEREY BAY OFFICE PRODUCTS	4/13/2011		
	Copier Lease and Overage 01.01.11-03.31.11		966.02	
				966.02
7743	MONTEREY COUNTY BUSINESS COUNCIL	4/13/2011		
	ECONOMIC IMPACT ANALYSIS		3,100.00	

Salinas Valley Solid Waste Authority

Checks Issued Report for 4/1/2011 to 4/30/2011

Check #	Name	Check Date	Amount	Check Total
				3,100.00
7744	MONTEREY SANITARY SUPPLY, INC. Janitorial Supplies 03.24.11	4/13/2011	86.91	86.91
7745	NETPIPE INTERNET SERVICES INTERNET SERVICES, APRIL 2010	4/13/2011	300.00	300.00
7746	OFFICE DEPOT Office Supplies Office Supplies Office Supplies Network Supplies Office Supplies Office Supplies Office Supplies Scalehouse Office Supplies Scalehouse Office Supplies Office Supplies	4/13/2011	99.53 71.14 16.68 64.59 13.45 31.64 112.49 28.69 27.59 13.97	479.77
7747	ORCHARD SUPPLY HARDWARE LLC CREDIT MEMO - RETURNED ITEMS JC MAINTENANCE SUPPLIES KNOCKOUT SEALS, ELEC TAPE, LR ECS SUPPLIES SCALE HOUSE SAFETY SUPPLIES JC MAINTENANCE SUPPLIES SQUARE HEAD PLUB, DUPLEX P SS TS DUST CONTROL SS TS MISC SUPPLIES RETURNED	4/13/2011	(5.86) 26.55 21.05 60.75 12.69 180.74 (101.73)	194.19
7748	PACIFIC GAS AND ELECTRIC COMPANY ADM METER OP8966 ELEC SER 02.25.11 - 03.25.11 CH METER 723R16 ELEC SERVICES 02.25.11 - 03.25.11 SS TS & HHW ELECTRIC SERVICES 02.25.11 - 03.26.11 JC METER 02631R ELEC 02.18.11 - 03.21.11 JC METER 1009294133 ELEC 02.18.11 - 03.21.11 JC METER 86160T ELEC 02.18.11 - 03.21.11 LR METER1003190236 ELEC 02.23.11 - 03.22.11 SS TS & HHW ELECTRIC SERVICES 02.25.11 - 03.26.11	4/13/2011	748.98 3,161.79 839.69 2,034.24 9.46 20.14 352.39 180.46	7,347.15
7749	PHILIP SERVICES CORP HHW Disposal 02.23.11 HHW Supplies 02.23.11	4/13/2011	11,283.50 1,932.00	13,215.50
7750	QUINN COMPANY/ALTA LIFT #20080 2 EA ELEMENT ASSYMBLIES, VARIOUS FILTERS	4/13/2011	375.28	375.28
7751	RECOLOGY WASTE SOLUTIONS, INC BASIC FACILITY FEE, EXTENDED HOURS MAR 2011 BASIC FACILITY FEE, EXTENDED HOURS MAR 2011	4/13/2011	157,134.00 2,608.00	159,742.00
7752	SCS ENGINEERS GREENHOUSE GAS SCREENING/EVALUATION, FEB 2011 GREENHOUSE GAS SCREENING/EVALUATION, FEB 2011	4/13/2011	742.50 487.50	1,230.00

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2011 to 4/30/2011

Check #	Name	Check Date	Amount	Check Total
7753	SMOKEY KEY SERVICE HHW Disposal Supplies	4/13/2011	29.91	29.91
7754	STURDY OIL COMPANY 40 GALLONS 76 MULTIPLEX RED TRANS OIL SS TS 55 GALS 15-40 GUARDOL MOTOR OIL	4/13/2011	112.75 640.10	752.85
7755	SWANA. SWANA Awards Application	4/13/2011	(200.00)	(200.00)
7755	SWANA. SWANA Awards Application	4/13/2011	200.00	200.00
7756	US BANK CORPORATE PAYMENT SYSTEM AMAZON.COM - PUBLICATION MSW TO ENERGY CONV CASCADE NETS - 7/8 NETTING REPLACEMENT FOR SS TS Doorbell Dining: Catering for Traning Accessline Communications El Pollo Loco: Executive Meeting Refreshments E-CORP GIFTS.COM INTERMEDIA - EXCHANGE SERVICE, MAR 2011 C & J COLLISION: Vehicle Maintenance Sharefile.com: FTP Site for MAR 2011 AGREE CORP - HHW Disposal Supplies HR CERTIFICATE INSTITUTE - EXAM & APP FEE HNS HUGHESNET - JC INTERNET SERVICE, FY 2010-2011 La Plaza Bakery for CT public meeting Smart & Final: Ice for Rain Water Samples LATTE CAFE Coffee for CT public meeting LITTLE CAESARS PIZZA FOR STAFF PUBLIC MTG GONZALES NATIONAL STEINBECK CENTER BOARD RETREAT 01.20.11 OIL CAN HENRY'S 6K SERVICE 2005 F150 PICKUP OSHA TRAINING CENTER FOR STORM WATER PAYPAL-CENTRAL COAST HR ASSO MEETING REGISTRATION PENINSULA ARTS & CRAFTS - STORYBOARDS FOR CT MTG PENINSULA ARTS & CRAFTS-STORY BOARDS FOR CT MTG POWERS RV - BALL MOUNT POWERS RV - TRAILER LOCK/RECEIVER LOCK PRICELINE.COM - HOLIDAY INN, DUBLIN - OSHA CONFERENCE PROGRAM ON NEGOTIATION CLPCCED: Osha Training Center SHRM BOOKS ONLINE - RETHINKING STRATEGIC HR SKILLPATH SEMINARS - CONF ON LDRSHP DEV & TRNING SUB HR SPECIALIST - 12 ISSUES CA EMPLOYMENT LAW	4/13/2011	66.99 374.00 173.85 75.68 57.59 (193.74) 228.85 150.00 41.80 423.78 375.00 79.99 67.00 3.69 135.00 10.83 727.50 114.94 450.00 25.00 89.94 494.27 67.32 86.89 232.28 197.00 675.00 87.41 179.00 179.00	5,675.86
7757	**Void**	4/13/2011		
7758	**Void**	4/13/2011		
7759	**Void**	4/13/2011		
7760	VALLEY PACIFIC PETROLEUM SERVICES, INC. SS TS FUEL USAGE 03.16.11 - 03.30.11	4/13/2011	1,859.55	1,859.55
7761	VALLEY TROPHIES & DETECTORS Name Plates	4/13/2011	31.54	

Salinas Valley Solid Waste Authority

Checks Issued Report for 4/1/2011 to 4/30/2011

Check #	Name	Check Date	Amount	Check Total
	Name Plates and Labels		75.58	107.12
7762	WINDMILL RESTAURANT Oct&Dec 2010 BD Mtg Refreshments	4/13/2011	286.38	286.38
7763	WORKWELL MEDICAL GROUP Q1 RANDOM DRUG TESTING	4/13/2011	80.00	80.00
7764	ZAG TECHNICAL SERVICES, INC NETWORK SUPPORT SERVICES APR 2011	4/13/2011	820.00	820.00
7765	ADMANOR, INC Branding -MAR 2011 MEDIA & MARKETING MARCH 2011 MARKETING & MEDIA SERVICES	4/20/2011	6,900.05 16,165.00	23,065.05
7766	ARACELI GUTIERREZ Training Reimbursement	4/20/2011	269.00	269.00
7767	AT&T SERVICES INC ADM 8317750973021 PH 02.27.11 - 03.26.11	4/20/2011	87.19	87.19
7768	CITY OF GONZALES GONZALES HOSTING FEES APRIL 2011	4/20/2011	20,833.33	20,833.33
7769	COSTCO WHOLESALE BD Meeting Supplies office supplies	4/20/2011	33.36 57.14	90.50
7770	COUNTY OF SANTA CRUZ C & D PILOT PROGRAM MAR 2011	4/20/2011	6,336.00	6,336.00
7771	DAVE MEZA CH CLOSURE DISCUSSION SACTO/SF STORM WATER POLLUION PREVENTION, SLO	4/20/2011	125.09 580.24	705.33
7772	DAVE S. DEERING Janitorial Services Admin 04.15.11 Janitorial Services for Transfer Station 04.15.11	4/20/2011	495.00 495.00	990.00
7773	EDWARDS TRUCK CENTER, INC KEY CODED	4/20/2011	48.13	48.13
7774	GOLDEN STATE TRUCK & TRAILER REPAIR FORKS FOR UNLOADING MATERIALS AT CH TRK 001 ENGINE SENSOR LIGHT REPLACED TRK 002 L/S INNER/OUTER TIRES REPLACED WITH NEW TRK 003 TRANS FITTING RPLCD TO STOP AIR LEAK TRK 16094 FIXED AIR LEAD WITH A UNION CONNECTOR TRK 16096 R/S INNER TIRE REPAIRED TRK002 L/2 OUTER & R/S INNER TIRES REPAIRED TRLR #17127 ROLL TARP KIT INSTALLED TRLR 001 L/S INNER TIRE REPAIRED TRLR 001 L/S OUTER TIRE REPAIRED	4/20/2011	2,106.13 170.00 135.00 154.67 149.52 100.43 164.75 1,549.69 88.25 102.38	

Salinas Valley Solid Waste Authority

Checks Issued Report for 4/1/2011 to 4/30/2011

Check #	Name	Check Date	Amount	Check Total
	TRLR 17127 REPLACED TARP, WELDED CORNERS, CRACKS		1,812.37	
	TRLR 17157 REPLACED CABLE ON TARP		220.78	
	TRLR 17236 WELDED CRACK SLABS ON TRAILER		763.45	
				7,517.42
7775	**Void**	4/20/2011		
7776	GUILLERMINA GUTIERREZ Training Reimbursement	4/20/2011	269.00	
				269.00
7777	HDR ENGINEERING, INC JC RESOURCE MGMT PARK 02.27.11 - 03.26.11	4/20/2011	3,100.95	
				3,100.95
7778	KETTLE CREEK CORPORATION Recycling Containers for City of Gonzales	4/20/2011	3,878.67	
				3,878.67
7779	MONTEREY AUTO SUPPLY INC JOHN DEER TUBE REPLACED TRK 16094 R/R INNER TIRE REPAIRED TRK 16094 R/R/O TIRE REPAIRED	4/20/2011	49.65 30.00 95.00	
				174.65
7780	MONTEREY COUNTY BUSINESS COUNCIL MCBC luncheon for patrick Mathews	4/20/2011	25.00	
				25.00
7781	NEXIS PARTNERS, LLC RENT & COMMON AREAS, MAY 2011 RENT & COMMON AREAS, MAY 2011	4/20/2011	1,515.00 6,539.80	
				8,054.80
7782	NEXTEL COMMUNICATIONS Cell Phone Service 02.26.11 - 03.25.11 Cell Phone Service 02.26.11 - 03.25.11 Cell Phone Service 02.26.11 - 03.25.11 Cell Phone Service 02.26.11 - 03.25.11	4/20/2011	45.00 45.00 64.10 293.43	
				447.53
7783	OFFICE DEPOT Scalehouse Stamp	4/20/2011	61.62	
				61.62
7784	PACIFIC MUNICIPAL CONSULTANTS CH CLS CNSTRCT PRJ CEQA SUPP 02.26.11 - 03.25.11	4/20/2011	370.49	
				370.49
7785	PURE WATER BOTTLING ADM 5 5Gallon Bottled Water SS TS 7 5Gallon Water Bottles	4/20/2011	18.00 49.25	
				67.25
7786	RECOLOGY WASTE SOLUTIONS, INC JC DIVERSION ASSISTANCE FEE/SERVICE FEES MAR 201 JC GREENWASTE MAR 2011 JC OUT OF SCOPE WORK - CLEAR DEBRIS NW CORNER JC DIVERSION ASSISTANCE FEE/SERVICE FEES MAR 201 JC DIVERSION ASSISTANCE FEE/SERVICE FEES MAR 201	4/20/2011	7,859.00 33,043.63 420.43 834.67 121.07	
				42,278.80
7787	SALINAS CALIFORNIAN Legal Publications 02.28.11 - 03.27.11	4/20/2011	420.75	
				420.75
7788	TRI-COUNTY FIRE PROTECTION, INC.	4/20/2011		

Salinas Valley Solid Waste Authority

Checks Issued Report for 4/1/2011 to 4/30/2011

Check #	Name	Check Date	Amount	Check Total
	ANNUAL SAFETY INSPECTION JC SCALE HOUSE & ABOP		43.00	
				43.00
7789	URS CORPORATION PLANNING & DESIGN SERVICES FOR TS 02.25.11-04.01.1	4/20/2011	667.63	
				667.63
7790	WASTE MANAGEMENT INC BFI WASTE DELIVERED TO MADISON LANE MAR 2011 JR OPERATIONS MAR 2011	4/20/2011	29,063.10 53,636.39	
				82,699.49
7791	WESTERN EXTERMINATOR COMPANY JC RODENT CONTROL, MAR 2011 JC SHOP RODENT CONTROL, MAR 2011 JC & SS TS RODENT CONTROL, MAR 2011	4/20/2011	48.00 46.50 202.00	
				296.50
7792	WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION Wright Express Fuel Expenses MAR 2011 Wright Express Fuel Expenses MAR 2011 Wright Express Fuel Expenses MAR 2011 Wright Express Fuel Expenses MAR 2011	4/20/2011	90.11 168.70 1,253.76 195.69	
				1,708.26
7793	ADMANOR, INC Monthly newspaper column English/Spanish, Mar 2011	4/27/2011	325.00	
				325.00
7794	ANNE MARIE HUNTER APRIL 2011 RECYCLERAMA PRODUCTION SERVICES	4/27/2011	1,900.00	
				1,900.00
7795	AT&T CH 8316632796173 03.11.11 - 04.10.11	4/27/2011	104.30	
				104.30
7796	BAKER CORP CH 21K GAL SAFETY VAPOR TANK 03.14.11 - 04.10.11 CH 21K GAL TANK 03.14.11-04.08.11 & PICK-UP	4/27/2011	1,050.00 1,611.02	
				2,661.02
7797	CALIFORNIA WATER SERVICE 135 SUN ST /IRR WATER SERV, 03.15.11 - 04.13.11 135 SUN ST /IRR WATER SERV, 03.15.11 - 04.13.11 GRIFFIN ST, WATER SERVICES, 03.15.11 - 4.13.11	4/27/2011	37.41 39.72 245.69	
				322.82
7798	COAST COUNTIES TRUCK & EQUIPMENT CO. FLUID LEVEL SENSOR ASSEMBLY STEP FUEL RETURNED TRK 003 STEP FUEL TANK	4/27/2011	146.09 (191.18) 390.52	
				345.43
7799	CSC OF SALINAS/YUMA SS VEHICLE MAIN - HOSE REPAIR SUPPLIES	4/27/2011	129.93	
				129.93
7800	EDUARDO ARROYO SS REPAIR & PAINT DAMAGED PLYWOOD INSIDE WAREHOUSE	4/27/2011	1,300.00	
				1,300.00
7801	FEDEX Fedex Shipments APR 2011 Fedex Shipments APR 2011	4/27/2011	27.13 67.41	
				94.54

Salinas Valley Solid Waste Authority

Checks Issued Report for 4/1/2011 to 4/30/2011

Check #	Name	Check Date	Amount	Check Total
7802	FERGUSON ENTERPRISES INC CH LFG SYSTEM LOCATION SUPPLIES CH LFG SYSTEM RELOCATION SUPPLIES CH LFG SYSTEM LOCATION SUPPLIES CH LFG SYSTEM LOCATION SUPPLIES	4/27/2011	62.24 144.27 210.46 7.20	424.17
7803	GOLDEN STATE TRUCK & TRAILER REPAIR #16094 HYDRAULIC FILTER REPLACED #16094 R/S TIRE REPAIR & HYD FLUID FILTER REPLACED #17157 WELDED DOOR LOCKING ASSEMBLY #20080 REPLACED HOSE FOR TINK ON LOADER RO #001 CABLE REPLACED TRK 002 2 LEFT SIDE INNER TIRES REPAIRED TRK 002 BOTH STEER TIRES REPLACED TRK 002 LEFT INNER TIRE REPAIR TRK 002 RT SIDE TIRE PATCHED TRK 003 NEW BATTERY STEP & NEW FAN BELT TRK#003 1 LEFT SIDE TIRE REPAIRED TRLR #17127 ROPES ADDED TO TARP, RS INNER TIRE REP TRLR 17127 AIR LEAK REPAIRED TRLR 17157 RT SIDE OUTER TIRE REPAIRED	4/27/2011	230.00 197.97 98.00 131.50 140.00 136.50 1,163.69 98.25 79.34 236.58 88.25 207.55 290.13 89.34	3,187.10
7804	**Void**	4/27/2011		
7805	GRAINGER RECIPROCATING SAW	4/27/2011	238.17	238.17
7806	GUERITO JC & SS PORTABLE TOILET SERVICES 04.14.11 JC & SS PORTABLE TOILET SERVICES 04.14.11	4/27/2011	110.00 220.00	330.00
7807	HAZCON BIODIESEL TANK MATERIALS PETROVAULT 4000 GALLON TANK	4/27/2011	7,500.00 3,000.00	10,500.00
7808	HAZTECH SYSTEMS, INC. Haztech training for Araceli	4/27/2011	1,125.00	1,125.00
7809	HERTZ EQUIPMENT RENTAL CORPORATION SS BRUSH CUTTER RENTAL SS BRUSH MOWER RENTAL	4/27/2011	121.81 103.31	225.12
7810	HYDROTURF, INC SS LANDSCAPING SUPPLIES	4/27/2011	21.53	21.53
7811	IVY CONTRERAS APRIL 2011 RECYCLERAMA PRODUCTION SERVICES	4/27/2011	1,900.00	1,900.00
7812	JOHNSON ASSOCIATES 1 TAYLOR WING 49' TOUNG BOX CH CLOSURE FUEL TANK SUPPLIES CH TANK FUEL CAP ASSEMBLY LIFT LATCH KNOB TOMMY GATE	4/27/2011	324.08 528.07 69.60 56.12	977.87

Salinas Valley Solid Waste Authority
Checks Issued Report for 4/1/2011 to 4/30/2011

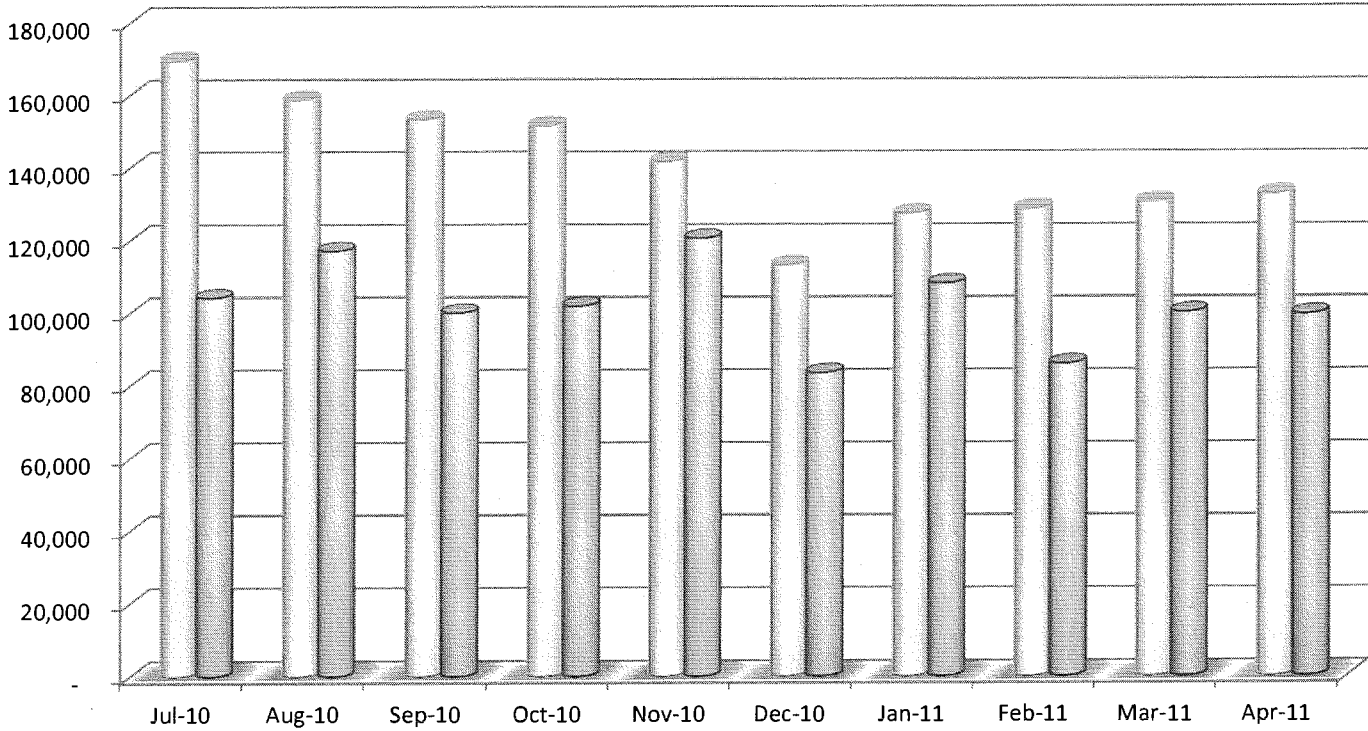
Check #	Name	Check Date	Amount	Check Total
7813	MAINSTAY BUSINESS SOLUTIONS/FLEXIBLE FUNDING, LLC SS TS/SCALE CONTRACT LABORERS ENDING 04.03.11	4/27/2011	1,122.38	1,122.38
7814	MONTEREY BAY UNIFIED AIR POLLUTION CONTROL BOARD JC FLARE SOURCE TEST	4/27/2011	2,821.00	2,821.00
7815	MONTEREY SANITARY SUPPLY, INC. Janitorial Supplies 04.08.11	4/27/2011	144.79	144.79
7816	OFFICE DEPOT Office Supplies Office Supplies Office Supplies Office Supplies Office Supplies OFFICE SUPPLIES - USB 8GB DRIVE, LASER PRESENTER	4/27/2011	53.15 5.68 12.10 20.19 32.93 75.34	199.39
7817	ONHOLD EXPERIENCE PRODUCTION SERVICES FOR 3 MONTHS	4/27/2011	207.00	207.00
7818	PACIFIC GAS AND ELECTRIC COMPANY JC METER 02631R ELEC 03.22.11 - 04.20.11 JC METER 1009294133 ELEC 03.22.11 - 04.20.11 JC METER 86160T ELEC 03.22.11 - 04.20.11	4/27/2011	1,925.51 8.87 19.14	1,953.52
7819	QUINN COMPANY/ALTA LIFT #20080 HARNESS ASSEMBLY 4 PADLOCKS	4/27/2011	1,165.53 98.52	1,264.05
7820	SALINAS STEEL BUILDERS, inc. PRESSURE WASHED C&J AUTO'S ROOF	4/27/2011	3,405.00	3,405.00
7821	SOUTH COUNTY NEWSPAPER Public Notices Posting	4/27/2011	70.63	70.63
7822	TEST AMERICA LABORATORIES, INC SS STORMWATER TESTING MAR 2011	4/27/2011	152.00	152.00
7823	THOMAS M BRUEN LEGAL SERVICES RENDERED, MARCH 2011 LEGAL SERVICES RENDERED, MARCH 2011 LEGAL SERVICES RENDERED, MARCH 2011 LEGAL SERVICES RENDERED, MARCH 2011	4/27/2011	2,700.00 3,315.50 925.00 150.00	7,090.50
7824	TIRE DISTRIBUTION SYSTEMS 1 11R22.5 RETREADED TIRE	4/27/2011	220.38	220.38
7825	TOMMY DIAZ ANNUAL DOT PHYSICAL - TOMMY DIAZ	4/27/2011	75.00	75.00
7826	VALLEY PACIFIC PETROLEUM SERVICES, INC. DIESEL FUEL 04.01.11 - 04.15.11	4/27/2011	2,663.81	2,663.81

Salinas Valley Solid Waste Authority

Checks Issued Report for 4/1/2011 to 4/30/2011

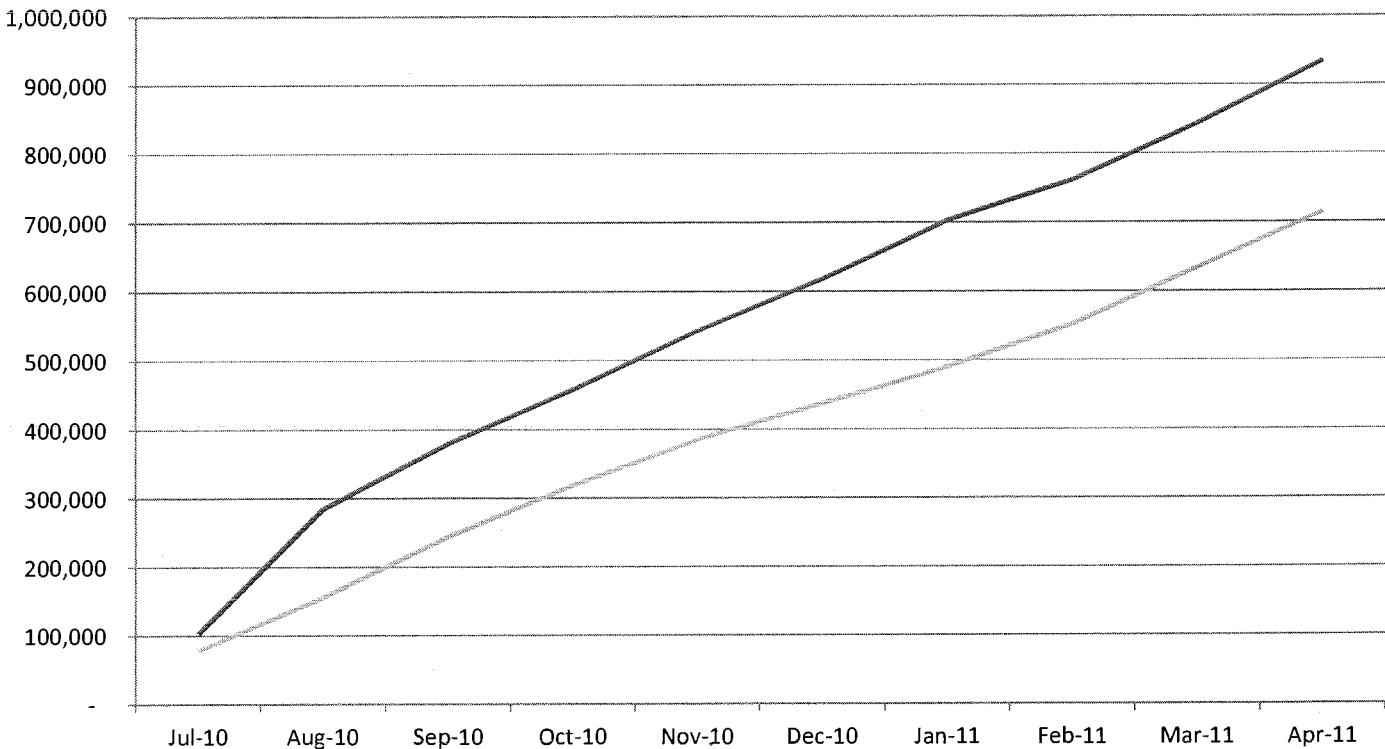
Check #	Name	Check Date	Amount	Check Total
7827	VERIZON WIRELESS SERVICES, LLC	4/27/2011		
	Cell Phone Service MARCH 2011		38.01	
	Cell Phone Service MARCH 2011		0.26	
				38.27
7828	P & F DISTRIBUTERS	4/28/2011		
	CH HDPE PIPE WELDER & TRAINING FOR 2		4,164.65	
	CH HDPE PIPE WELDER & TRAINING FOR 2		1,000.00	
				5,164.65
DFT0001319	CA STATE BOARD OF EQUALIZATION	4/22/2011		
	BOE Fees 1Q 2011		53,116.23	
	BOE Fees 1Q 2011		26,455.77	
				79,572.00
	Total:			<u>600,227.80</u>
	Payroll Disbursements:			282,500.72
	Grand Total			<u><u>882,728.52</u></u>

Self Haul Waste Tipping Fees



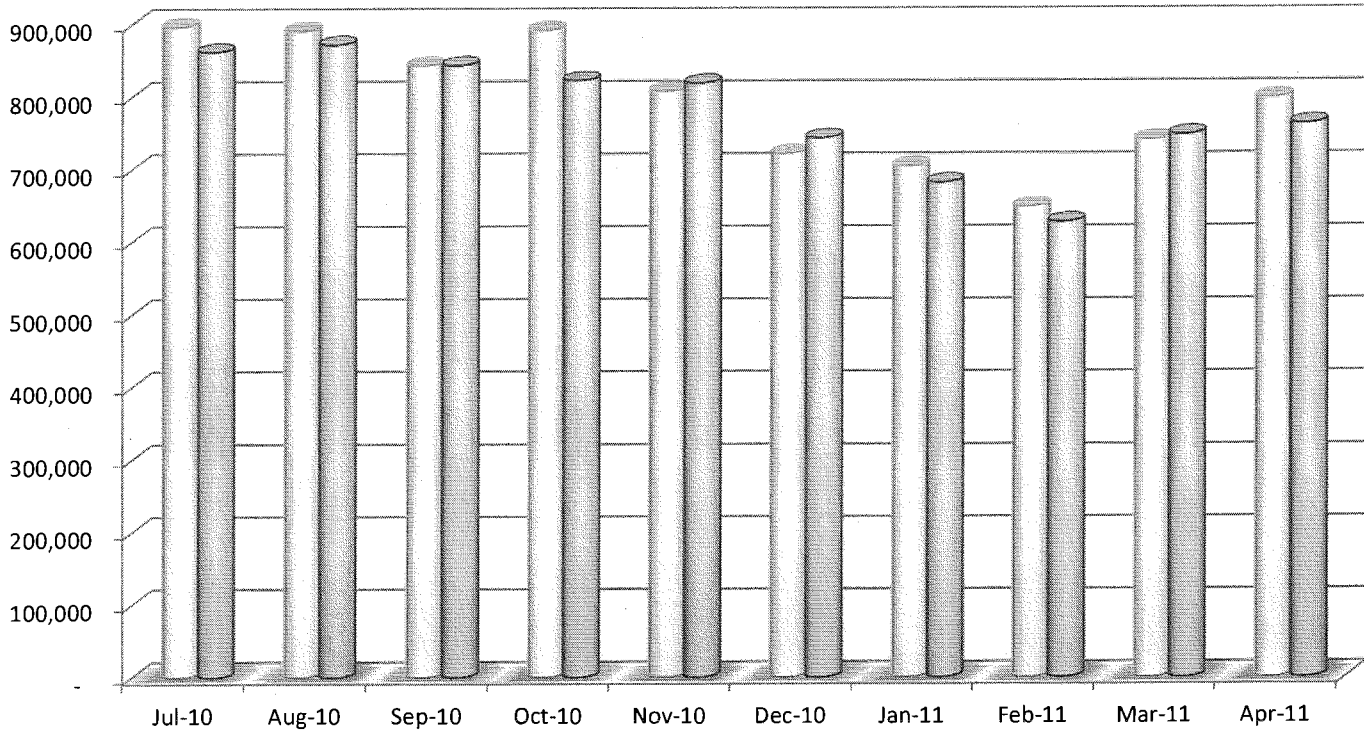
	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11
Budget	169,443	158,615	153,154	151,435	141,510	113,051	127,172	128,453	130,320	132,409
Actual	104,077	116,965	99,901	101,800	120,335	83,364	107,867	85,890	99,978	99,385

YTD Diversion Revenue



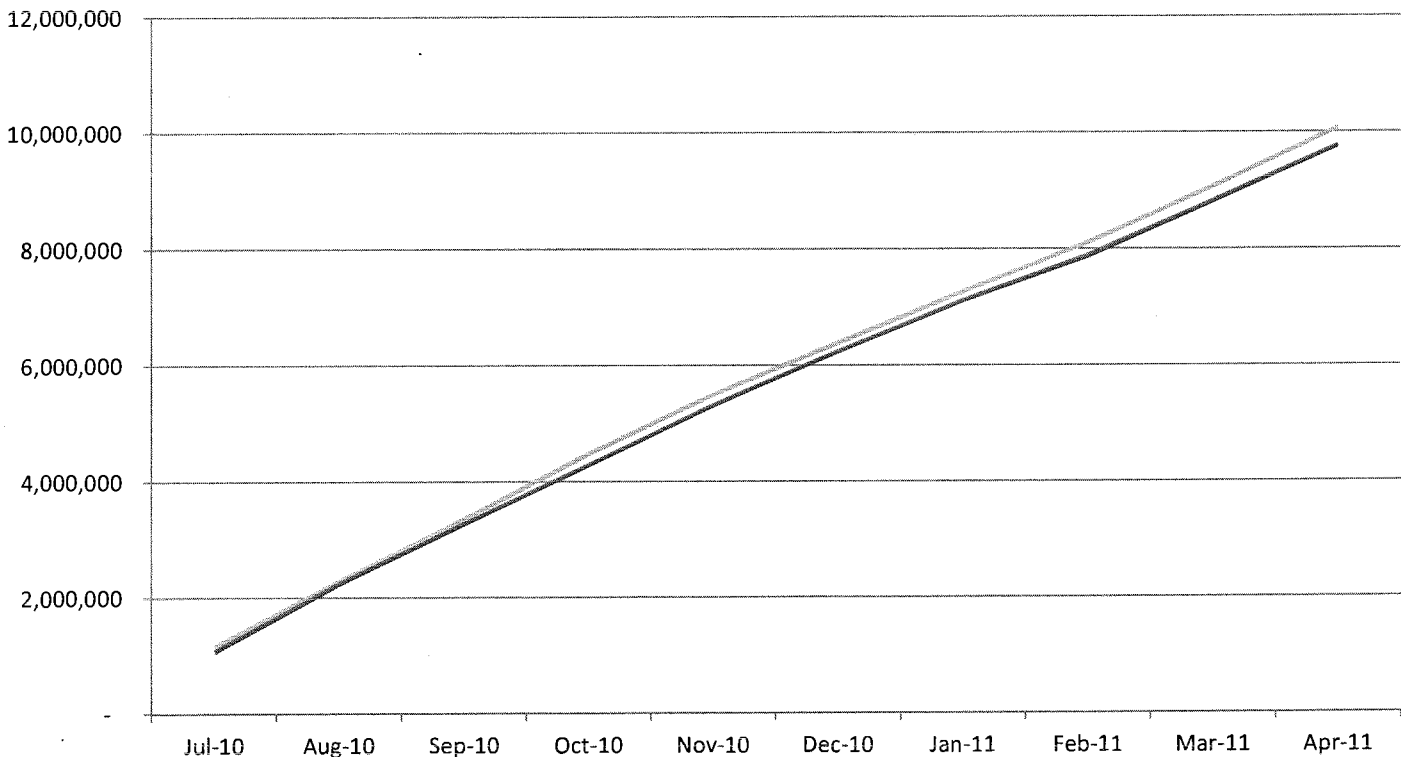
	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11
Budget	77,698	155,124	244,069	318,458	384,536	437,030	490,238	552,286	633,953	714,498
Actual	102,573	284,337	380,147	458,352	543,202	618,478	703,245	761,563	843,968	934,879

Franchise Waste Tipping Fees

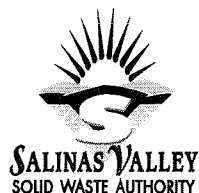


	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11
□ Budget	896,517	890,057	842,214	890,976	806,717	720,606	703,019	647,058	739,337	796,814
■ Actual	861,453	871,308	842,649	821,782	817,757	742,096	680,645	626,171	746,236	761,035

YTD SVSWA Tipping Fee Revenue



	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11
--- Budget	1,143,824	2,270,303	3,355,236	4,473,843	5,494,641	6,381,609	7,265,166	8,102,927	9,054,442	10,064,571
— Actual	1,062,714	2,233,622	3,270,427	4,282,095	5,312,511	6,233,218	7,110,355	7,882,495	8,812,942	9,765,200



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 3

Finance Manager/Controller-Treasurer

T. Bruen by en

Legal Counsel

General Manager/CAO

Date: June 16, 2011
From: Alan Styles, Recycling Coordinator
Title: A Resolution Approving a Professional Services Agreement with ECS Refining for the Hauling and Recycling of Electronic Waste

RECOMMENDATION

Staff recommends the Board adopt the resolution approving a Professional Services Agreement with ECS Refining.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support Objective No. 3, 75% diversion from landfills by 2015.

FISCAL IMPACT

The Authority collected 238.53 tons of Covered Electronic Waste (CEW) as defined in SB 20 and 173 tons of non-covered electronic waste (printers, microwaves, copy machines etc.) in 2010. If the Authority collects the same tonnage in 2011/2012, the revenue would be approximately \$113,184 .

This is one of the few contracts where the Authority is actually paid for disposing of material instead of paying for the service.

DISCUSSION & ANALYSIS

Based on the qualifying factors in the Request for Proposals, ECS Refining is the highest responsible bidder and meets all the required criteria.

In order to complete a contract prior to July 1, 2011, and ensure continuous collection of electronic waste, the Board needs to adopt the resolution authorizing the award of the Professional Services Agreement, at the June 16th board meeting.

BACKGROUND

In August of 2001, the California Department of Toxic Substances classified computers and television sets, both containing cathode ray tubes (CRTs), as hazardous materials and placed a ban on the landfilling of these electronic items. As with other hazardous materials, the Household Hazardous Waste staff, along with Hope Services collects and prepares the material for shipment.

At the March 17, 2011, Board meeting the Board approved the staff issuing a Request for Proposals for hauling and recycling of electronic waste. Staff sent out a Request for Proposals (RFP) in April of 2011, to 14 Electronic Recyclers and received four (4) responses. Staff analyzed the proposals, considering several factors: 1) the overall cost for hauling electronic waste and the price per pound paid for electronic waste; 2) the percentage of electronic waste recycled; and 3) that recycled materials are not sent off-shore.

Based on the above factors ECS meets or exceeds the factors, there is no cost to SVSWA for transportation, ECS offers the highest pricing for the electronic waste. ECS recycles 100% of the electronic waste, and keeps the recycled materials in the U.S.

ATTACHMENT(S)

Resolution Authorizing Execution of the agreement
Attachment A: Professional Service Agreement
Attachment B: Scope of Work.
Attachment C: Payment Schedule

RESOLUTION NO. 2011-

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ECS REFINING
FOR ELECTRONIC WASTE HAULING AND RECYCLING**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALINAS VALLEY SOLID WASTE AUTHORITY that the Chief Administration Officer is hereby authorized and directed for and on behalf of the Salinas Valley Solid Waste Authority to execute a professional services agreement with ECS Refining for Electronic Waste Hauling and Recycling, attached hereto as "Attachment A".

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority this 16th day of June 2011 by the following vote:

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

Gloria De La Rosa, President

ATTEST:

Ernesto Natera , Acting Clerk of the Board



Attachment A

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN SALINAS VALLEY SOLID WASTE AUTHORITY AND ECS REFINING FOR ELECTRONIC WASTE HAULING AND RECYCLING

This agreement, made and entered into this 16th 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 ECS Refining, a California corporation (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 Attachment "B," attached hereto and incorporated herein by reference.

2. Completion Schedule

Consultant shall commence the consulting services described in Exhibit "B" on July 1, 2011 and conclude services by June 30, 2012. This schedule may be extended by mutual agreement of both parties for four (4) one (1) year extensions.

3. Compensation

ECS Refining hereby agrees to pay Salinas Valley Solid Waste Authority for services rendered to ECS Refining 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, Attachment "C".

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 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 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 Attachment "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 Attachment "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 fully competent manner. By executing this agreement, Consultant further agrees and warrants to Authority 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 and warrants that Consultant shall follow the current, generally accepted practices of the profession 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.

- B. Consultant shall assign a single project director to have overall responsibility for the execution of this agreement for Consultant. Patricia C. Potter 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 Diversion Manager.
- 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 Resource Recovery Manager, 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

Consultant shall indemnify, defend and hold Authority and its officers, employees, or agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or any violation of any federal, state, or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omission of Consultant, its employees, subcontractors, or agents, or on account of the performance or character of the work, except for any such claim arising out of the sole active negligence or willful misconduct of the Authority, its officers, employees or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code, and that Consultant shall at its own expense, upon written request by the Authority, defend any such suit or action brought against the Authority, its officers, agents, or employees.

Acceptance of insurance certificates and endorsements required under this agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Consultant shall reimburse the Authority for all costs and expenses (including, but not limited to, fees and charges of architects, engineers, attorneys, or other professionals, and court costs) incurred by the Authority in enforcing the provisions of this section.

Consultant's obligations in this section shall survive termination of this Agreement.

11. Insurance

A. Consultant shall, throughout the duration of this agreement, maintain comprehensive general liability and property insurance covering all operations of the Consultant, its agents and employees, performed in connection with this agreement including, but not limited to, premises and automobile.

B. Consultant shall maintain the following limits:

General Liability

Combined Single Limit Per Occurrence..... \$1 million
General Aggregate..... \$1.5 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability:

Combined Single Limit Per Occurrence..... \$1 million
(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Workers Compensation..... Full Liability Coverage

Professional Errors and Omissions..... \$1 million (no more than \$50,000 deductible)

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

- C. All insurance companies with the exception of Professional Errors & Omissions and worker's compensation affording coverage to the Consultant shall be required to add the Salinas Valley Solid Waste Authority, its officers, employees, and agents, as additional "insureds" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insurance for the work performed under this agreement and that no other insurance affected by the Authority or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to Authority, its officers, employees, or agents.
- D. All insurance companies affording coverage to the Consultant shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.
- E. All insurance companies affording coverage shall issue an endorsement to their policy, committing them to provide thirty (30) days written notice by certified or registered mail to the Salinas Valley Solid Waste Authority should the policy be canceled or reduced in coverage before the expiration date. For the purposes of this notice requirement, any material change prior to expiration shall be considered cancellation.
- F. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the Authority, concurrently with the submittal of this agreement. 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 subsection (E) 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 unpaid limits of the policy.
- G. Consultant shall provide substitute certificate of insurance no later than thirty (30) days prior 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.
- H. 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.

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 rates shown in Attachment "C" 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 under the terms of this agreement if Consultant is determined by the Authority to be an employee and not an independent contractor under IRS regulations, prior to the execution of this agreement. Attached is an IRS publication that provides guidelines regarding the difference.

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. 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. The arbitrators may, in the award, allocate to the prevailing party all or part of the costs of the arbitration, including the fees of the arbitrator, the reasonable attorneys' fees and expert witness fees of the prevailing party. 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 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 rates shown in Attachment "C," 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. 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.

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. Patrick Mathews,
General Manager/CAO
P.O. Box 2159
Salinas, CA 93902-2159

Hand Delivered

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

- B. Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:
ECS Refining
Attn: Patricia Potter
705 Reed Street
Santa Clara, Ca. 95050
- C. The execution of any such notices by the Chief Administrative Officer or Diversion Manager 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 Diversion 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:

Patrick Mathews
General Manager/CAO

Thomas M. Bruen
Authority General Counsel

Dated: _____

Dated: _____

ATTEST:

Ernesto Natera
Acting Clerk of the Board

CONSULTANT:

Company Name

Signature

Dated: _____

Printed Name

Title

Attachments:

Attachment "B" Scope of Services

Attachment "C" Consultant's Fee Schedule

Attachment B

Electronic Waste Hauling and Recycling Scope of Work

The SVSWA currently accepts electronic devices including computer hardware, television, audio devices, and electronic devices containing Cathode Ray Tubes (CRTs) for recycling at the Johnson Canyon Landfill, Jolon Landfill, and the Sun Street Transfer Station. In 2010, the SVSWA collected 23,854 units of Covered Electronic Waste or 238.53 tons and 173 tons of Not Covered E-Waste for recycling at these facilities. The vendor will provide trailers or enclosed drop boxes at the Authority's sites, respond to the Authority's request when containers have reached capacity, and , transport contents to a designated recycling facility, dismantle or arrange for the dismantling of each unit for recycling, and arrange for the recycling of the component parts specifically within the United States. The vendor will report on an annual basis, or as requested by the SVSWA the type of materials collected and the quantities of each.

Attachment C

8.2. Pricing

8.2.a Covered Electronic Waste (SB 20 Qualified Material): \$0.24/lb.

Non-Covered Electronic Waste: \$0.02/lb.

Complete Computers: \$0.15/lb. (sorted separately)

Flat Screens: \$0.18/lb.

CDs: \$0.03/lb. (sorted separately)

Cell Phones: \$2.50/lb. (sorted separately)

8.2.b. The SVSWA may place these items in the non-SB20 roll-offs and receive the \$0.01/lb. payment.

8.2.c. The above rates are based on the volumes represented in this RFP. We are not sure what is meant by charges incurred fore-waste donated to a charitable entity.

8.2.d. No fees or charges will be levied in connection with this project.



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 4

Finance Manager/Controller-Treasurer

N/A

Legal Counsel

General Manager/CAO

Date: June 16, 2011
From: Roberto Moreno, Finance Manager/Treasurer
Title: A Resolution Establishing the Investment Policy for Fiscal Year 2011-12

RECOMMENDATION

Staff recommends adoption of this item. The Executive Committee did not review this item.

DISCUSSION & ANALYSIS

While the Investment Policy allows investment in all permissible investment vehicles, in actual practice the funds managed by the Treasurer have historically been invested in the Local Agency Investment Fund (LAIF). Due to the low yields being produced by LAIF the Treasurer will seek higher yields by means of a more proactive investment policy. At the end of April 2011, LAIF was yielding .588%. In order to increase yield, the Authority needs to diversify out of LAIF.

The investment policy has been updated to clarify that investments are allowed in U.S. Government Agencies and U.S. Government –Sponsored Enterprises obligations such as Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, and Federal National Mortgage Association. It has also been updated to include CalTRUST as an allowable investment. CalTRUST is a joint powers authority created by a number of local agencies to provide a pooled investment fund similar to LAIF. It is sponsored by CSAC, CSDA, League of California Cities and the Community College League of California. The Monterey County Treasurer also uses CalTRUST as an investment vehicle.

Staff plans to diversify by investing up to \$250,000 in Certificates of Deposits at banks with local branches. Some monies will also be invested in the CalTRUST Medium Term Fund and then begin purchasing U.S. Government Agencies obligations.

BACKGROUND

In order to properly handle the Authority's investments, the Board is asked to adopt the attached Investment Policy. This policy is modeled after the City of Salinas Investment Policy under which the Authority's investments had been handled until April 2007. California Government Code Section 53646(a)(2) states that the treasurer or chief fiscal officer of a local agency may render annually to the legislative body of the local agency an investment policy, which the legislative body shall consider at a public meeting. State law further requires the Treasurer or Chief Financial Officer to submit detailed information on all securities, investments and monies of the Authority on a quarterly basis.

FISCAL IMPACT

By becoming a more active, but still conservative, participant in the investment market, the Authority should net higher yields resulting in more revenue for the Authority.

ATTACHMENT(S)

1. Resolution
2. Investment Policy

RESOLUTION NO. 2011 -

**A RESOLUTION OF THE SALINAS VALLEY SOLID WASTE AUTHORITY
ESTABLISHING THE INVESTMENT POLICY
FOR FISCAL YEAR 2011-12**

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

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

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

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

WHEREAS the Authority's Investment Policy for fiscal year 2011-2012 has been developed and presented to this Board this date.

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

PASSED AND ADOPTED by the Board of Directors of the Salinas Valley Solid Waste Authority at the regular meeting duly held on the 16th day of June 2011 by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

Gloria De La Rosa, President

ATTEST:

Ernesto Natera, Acting Clerk of the Board

SALINAS VALLEY SOLID WASTE AUTHORITY INVESTMENT POLICY

PURPOSE

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

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

OBJECTIVE

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

SCOPE

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

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

AUTHORIZATION

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

GUIDELINES

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

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

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

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

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

(a) Limit set by LAIF Governing Board, not the Government Code.

(b) No more than 30 percent of the agency’s money may be in Bankers’ Acceptances of any one commercial bank.

(c) 10 percent of the outstanding commercial paper of any single corporate issuer.

(d) A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years experience investing in instruments authorized by Government Code sections 53601 and 53635.

(e) A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years

experience investing in money market instruments with assets under management in excess of \$500 million.

(f) "Medium-term notes" are defined in Government Code Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating with the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S."

(g) Includes U.S. Government Sponsored Enterprise Obligations

(h) Investment Trust of California dba CalTRUST

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

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

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

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

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

4. The Authority will attempt to obtain the highest yield obtainable when selecting investments, provided that criteria for safety and liquidity are met. Ordinarily, through a positive yield curve, (i.e., longer term investment rates are higher than those of shorter maturities), the Authority attempts to ladder its maturities to meet anticipated cash maturities that carry a higher rate than is available in the extremely short market of 30 days or less.

5. Most investments are highly liquid, with the exception of certificates of deposit held by banks and savings and loans. Investments in Certificate of Deposit shall be fully insured or collateralized. When insurance is pledged it shall be through the FDIC. Collateralization shall

be in the amount of 110% of principal when government securities are pledged or 150% of principal when backed by first deeds of trust. Maturities are selected to anticipate cash needs, thereby obviating the need for forced liquidation.

6. When investing in Bankers Acceptances, Treasury Bills and Notes, Government Agency Securities and Commercial Paper, securities for these investments shall be conducted on a delivery-versus-payment basis. Securities are held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts when such delivery directly to the Authority would be impractical.
7. With the exception of Treasury Notes and other government Agency Issues, the maturity of any given investment shall not exceed 1 year.
8. Bond Proceeds shall include any notes, bonds or other instruments issued on behalf of the Salinas Valley Solid Waste Authority for which the members of the Board of Directors serve as the governing body. Should the Salinas Valley Solid Waste Authority elect to issue bonds for any purpose, the Indenture of Trust shall be the governing document specifying allowable investments for the proceeds of the issue as prescribed by law.
9. Investment income shall be shared by all funds on a proportionate ratio of each funds balance to total pooled cash with investment income distributed accordingly on a quarterly basis.
10. Investments in any other vehicle like Repurchase and Reverse Repurchase Agreements shall not be authorized unless the investment is made through the pooled money portfolio of the Local Agency Investment Fund.
11. The Treasurer shall annually render to the Board of Directors for consideration at a public meeting, a statement of investment policy. The Treasurer will also render an investment report to the Board of Directors within 30 days following the end of each calendar quarter. The monthly report shall include type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and monies held by the Salinas Valley Solid Waste Authority. The report shall state compliance with the investment policy or manner in which the portfolio is not in compliance. It shall also include a statement denoting the ability to meet the Authority's expenditure requirement for the next six months or provide an explanation as to why sufficient money shall, or may, not be available.
12. Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the Salinas Valley Solid Waste Authority Investment Policy and supersede any and all previous language.
13. Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or that could impair their ability to make impartial decisions.
14. The Treasurer shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

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

June 16, 2011



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

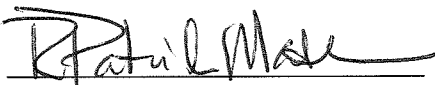
ITEM NO. 5



Finance Manager/Controller-Treasurer

N/A

Legal Counsel



General Manager/CAO

Date: June 16, 2011
From: Roberto Moreno, Finance Manager
Title: 2010-11 Operating Budget Adjustments

RECOMMENDATION

Staff recommends approval of this item. The Executive Committee did not meet to make a recommendation due to lack of a quorum.

This will ensure that the Authority maintains a balanced budget for FY 2010-11.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support Objective No. 1 – Develop a Sustainable Finance Plan, by ensuring that the budget is balanced.

FISCAL IMPACT

The recommended budget adjustments will reduce the estimated net income for the fiscal year by \$555,500 down to \$1,036,719. This is due to a decrease of \$535,000 in estimated revenues and an increase in appropriations of \$20,500. Since expenditures cannot be decreased the \$555,500 has to be funded from the Recology South Valley revenues that would otherwise be going into the Expansion Reserve.

DISCUSSION & ANALYSIS

At the end of April there is a need to adjust the operating budget. Staff has analyzed the tonnage and it appears that 100% of the estimated revenues will not be achieved by June 30. Additionally the operating appropriations need to be increased.

Decrease Estimated Revenues \$535,000

As of April 30, 2011, tipping fee revenues are at 80.47%. According to projections based on historical trends they should be at 83.02%. Staff is expecting a tipping fee revenue shortfall of \$394,810. The attached chart - YTD Tipping Fee Revenue, shows the projected gap between the projected revenue and actual YTD totals. The attached chart - Total Tipping Fee Revenue by Month, shows that during the past three months actual revenues have not met projections. We do not anticipate that we will be making up the difference by June 30th. Additionally investment earnings will be short \$217,400 due to current market conditions.

The revenue shortfalls are partially offset by increases as follows; \$108,100 - Sales of recycling materials, \$38,000 - charges for services, and \$31,110 - other miscellaneous receipts.

Increase Operating Appropriations \$20,500

All noncritical expenses have been stopped through the remainder of the year. Even with these measures the operating budget is still expected to be short \$20,500, primarily due to the increase in operating costs at Sun Street Transfer Station. (Increased fuel costs and vehicle maintenance due to older vehicles)

Attached is the Consolidated Statement of Revenues and Expenses as of April 2011. It includes the budget adjustments necessary for the remainder of the fiscal year.

BACKGROUND

The original budget for FY 2010-11 was approved on May 20, 2010 with a net income of \$1,813,619. The final budget included expenditure reductions of \$221,650 from the preliminary budget which were in addition to the \$500,000 that had already been reduced from the prior year's budget.

On February 24, 2011 the budgeted net income was reduced by \$221,400 down to \$1,592,219 with the removal of the Salinas Rate Stabilization Fund since these funds are no longer being collected on the City's half and a reduction in the estimated revenue for the Salinas Transportation Surcharge Fund.

All the budget reductions have made it challenging to meet all regulatory requirements and sustain our primary business objective of reducing landfill tonnage.

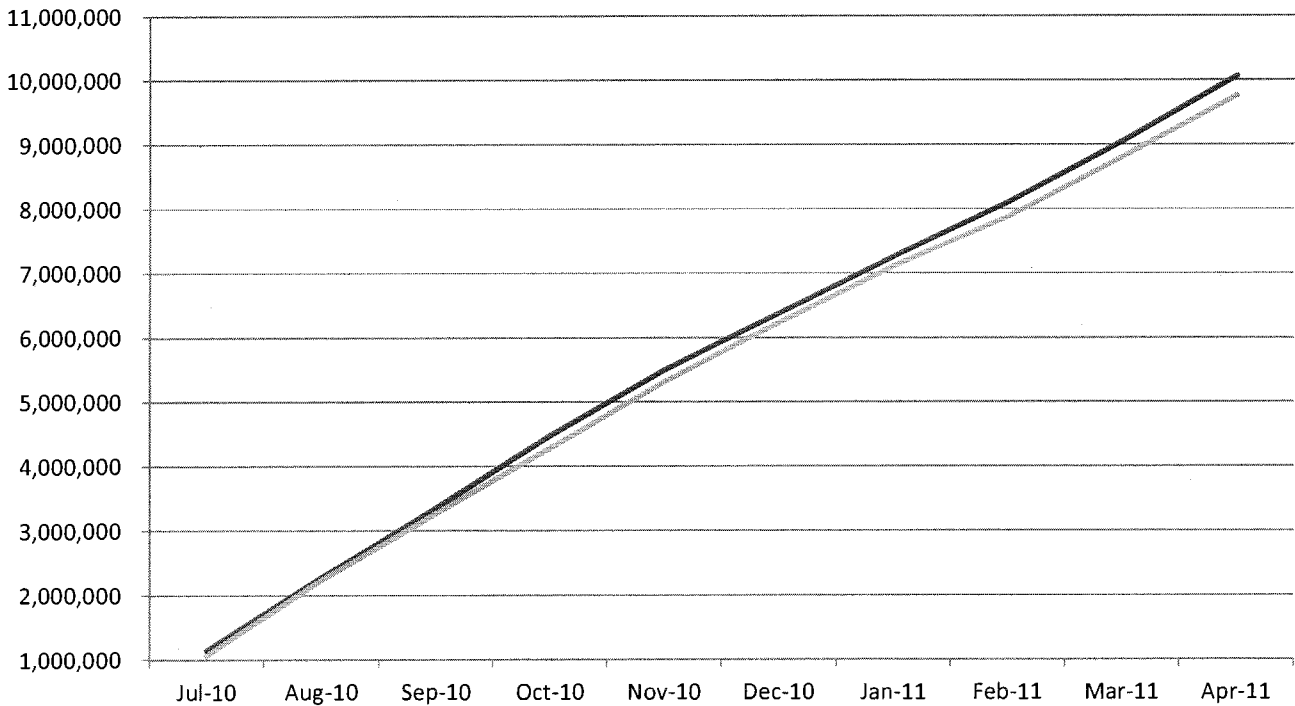
ATTACHMENT(S)

Chart - YTD Tipping Fee Revenue Chart

Chart - Total Tipping Fee Revenue by Month

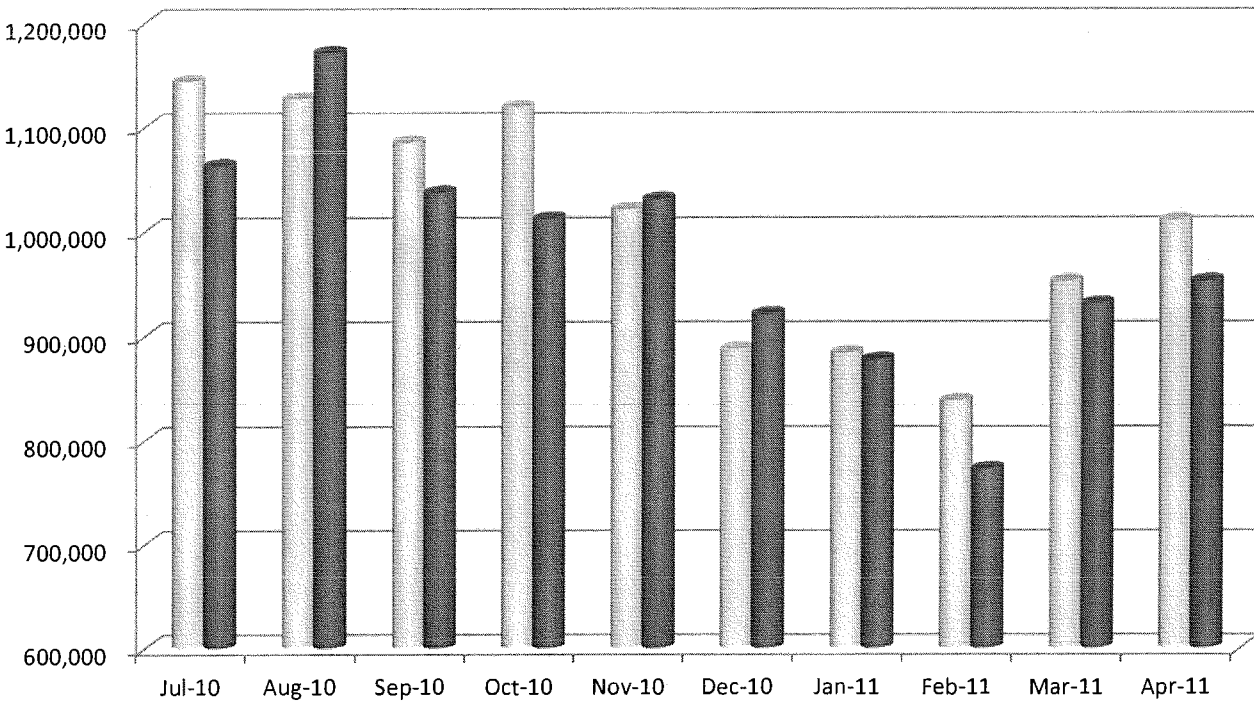
Consolidated Statement of Revenues and Expenditures with Budget Adjustments

YTD SVSWA Tipping Fee Revenue



	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11
Budget	1,143,824	2,270,303	3,355,236	4,473,843	5,494,641	6,381,609	7,265,166	8,102,927	9,054,442	10,064,57
Actual	1,062,714	2,233,622	3,270,427	4,282,095	5,312,511	6,233,218	7,110,355	7,882,495	8,812,942	9,765,200

Total Tipping Fee Revenue by Month



	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11
Budget	1,143,824	1,126,479	1,084,933	1,118,607	1,020,797	886,969	883,557	837,761	951,515	1,010,128
Actual	1,062,714	1,170,908	1,036,805	1,011,667	1,030,417	920,707	877,137	772,140	930,447	952,258



Salinas Valley Solid Waste Authority

Consolidated Statement of Revenues and Expenditure
For Period Ending April 30, 2011

	CURRENT BUDGET	Y-T-D REV/EXP	% OF BUDGET	Y-T-D ENCUMBRANCES	UNENCUMBERED BALANCE	BUDGET ADJUSTMENT	REVISED BUDGET
Revenue Summary							
Tipping Fees - Authority	12,594,160	10,133,995	80.47%	-	2,460,165	(394,810)	12,199,350
Tipping Fees - South Valley	2,147,600	1,789,613	83.33%	-	357,987	-	2,147,600
Charges for Services	80,000	127,484	159.36%	-	(47,484)	38,000	118,000
Sales of Materials	309,000	348,703	112.85%	-	(39,703)	108,100	417,100
Investment Earnings	450,000	231,878	51.53%	-	218,122	(217,400)	232,600
Grants/Miscellaneous/Other	406,539	290,302	71.41%	-	192,237	(68,890)	337,649
Total Revenue	15,987,299	12,921,976	80.83%	-	3,141,323	(535,000)	15,452,299
Expense Summary							
Administration	2,251,700	1,828,590	81.21%	33,038	389,972	(25,500)	2,226,200
Resource Recovery/Diversion Services	2,066,980	1,509,444	73.03%	239,948	317,588	15,000	2,081,980
Transfer Station/Scalehouse Operations	2,753,035	2,183,189	79.30%	212,673	357,173	31,000	2,784,035
Landfill Operations	3,303,427	2,212,989	66.99%	790,273	300,164	-	3,303,427
Environmental Control Systems	585,708	439,420	75.02%	125,462	20,826	-	585,708
Debt Service	3,138,230	3,138,188	100.00%	-	42	-	3,138,230
Closure Set-Aside	296,000	-	0.00%	-	296,000	-	296,000
Total Expense	14,395,080	11,311,820	78.58%	1,401,395	1,681,765	20,500	14,415,580
Revenue Over/(Under) Expenses	1,592,219	1,610,156	101.13%	(1,401,395)	1,459,558	(555,500)	1,036,719



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 6

Finance Manager/Controller-Treasurer

N/A

Legal Counsel

General Manager/CAO

Date: June 16, 2011
From: Roberto Moreno, Finance Manager
Title: 2010-11 Capital Projects Budget Adjustments

RECOMMENDATION

Staff recommends approval of this item. The Executive Committee was not able to review it.

This will ensure that the Authority maintains a balanced budget for FY 2010-11.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support Objective No. 1 – Develop a Sustainable Finance Plan, by ensuring that the budget is balanced.

FISCAL IMPACT

Appropriation adjustments totaling \$2,411,814 are necessary to bring the capital projects budget into alignment with available funding. This ensures that the Authority has a balanced CIP Budget.

DISCUSSION & ANALYSIS

The attached Consolidated CIP Expenditure Report with Budget Adjustments as of April 30, 2011 shows the budget adjustments by individual project with the projects sorted by funding source. Follow is a detail explanation for each section of budget adjustments.

Increase of \$526,000 for Expansion Fund Projects

This increase reflects the Board approval for funding some of the equipment at the JCL LFG to Energy project with an advance of \$376,000 from the Expansion Fund. The monies will be repaid with royalties received from Ameresco. Additionally, in January the Board approved funding the Autoclave CEQA costs from the Expansion Fund. Since the total costs will not be known until a contract is awarded, staff is requesting \$150,000 for now to fund current costs. As of April 30, 2011 the Expansion Fund has a balance of \$7,368,320.

Decrease of \$740,355 for Crazy Horse Landfill Closure Project

The budget for Crazy Horse Landfill Closure Project needs to be reduced by \$740,355 down to \$11,199,657. The adjustment is necessary because between 2008-09 and 2009-10 project expenses were paid from the Closure Fund for projects 9228 CH Closure Planning, 9241 CH LFG System and Flare, and 9250 CH Closed Area but the budget for Project 9227 CH Landfill Closure was not adjusted to reflect the decrease in available funding.

To ensure this does not happen again, all CHL Closure expenditures will be paid out of Fund 131 – CHL Closure Fund. This will ensure that the budget amount equals the available funding. Additionally the CHL Closure Project has been broken up into multiple projects representing the various phases of the project. This will us to track the budget for each phase to ensure that the total project does not go over budget.

As of April 30, 2011 the CHL Closure Fund had a cash balance of \$10,908,908.

Decrease of \$40,445 for projects moved to operations

Several projects related to regulatory monitoring have been moved to the operating budget. These projects were used in the past to pay for non-routine repairs to the environmental control systems when the Authority had bond proceeds. Now that the bond proceeds have all been spent, these expenditures have to be paid out of current tipping fees. Thus they have been included in the operating budget.

Decrease of \$412,221 for projects that have closed

These are projects that have been completed, are no longer needed or have been included in other projects.

Decrease of \$434,096 for projects that are funded from Fund Balance

In preparation for this review of the Capital Projects Budget an in-depth analysis of all available funding was performed. The analysis revealed that at June 30, 2011, the Authority had \$2,507,418 in available fund balance that could be used for capital projects. As such, a decrease of \$434,096 is necessary in those projects that will be funded from available fund balance to ensure that the CIP budget matches up to available funding.

Decrease of \$1,310,697 for projects that are being delayed pending future funding

The aforementioned funding analysis also revealed that the capital projects budget has to be reduced by \$1,310,697 to ensure that all capital projects on the books have readily available funding.

The adjustment was missed when the last of the bond proceeds were used for Johnson Canyon Module 456B. While the budget for Module 456B was increased by utilizing the last of the bond proceeds, other projects that had been scheduled for the use of the bond proceeds were not reduced. Thus some of (the) projects have been showing budget amounts for which there is no longer any funding. These projects however will still need to be completed in the near future.

The attached Consolidated CIP Expenditures with Budget Adjustments as of April 30, 2011 shows the budget adjustments necessary to bring all projects back in line with available funding.

BACKGROUND

Unlike the operating budget, which starts over annually, capital project budgets carryover from year to year until a project is completed. The proposed budget adjustments will ensure that budget appropriations match the available funding.

In a few months staff will present to the Board a comprehensive capital improvement plan that will list all the projects envisioned in the next 5 years.

ATTACHMENT(S)

April 2011 Consolidated CIP Expenditure Report with Budget Adjustments



Salinas Valley Solid Waste Authority
Consolidated CIP Expenditure Report with Budget Adjustments
For Period Ending April 30, 2011

	Current Budget	Y-T-D Expenditures	Y-T-D Encumbrances	Unencumbered Balance	Budget Adjustments	Adjusted Budget	Notes
Expansion Fund (Recology South Valley)							
106 9003 CR3 Pilot Project Studies	117,614	2,830	5,848	108,936	(11,097)	106,517	Continue studies
180 9004 Conversion Technology Evaluatio	36,749	47,650	196	(11,097)	11,097	47,846	Close out evaluation phase
180 9021 Autoclave CEQA	-	-	20,000	(20,000)	150,000	150,000	Amount subject to change
180 9801 JCL Ameresco LFG Equipment	-	-	-	-	376,000	376,000	Approved 9/23/10 as a Loan
	154,364	50,480	26,044	77,840	526,000	680,363	
Grants							
106 9007 D.O.C. Grant	41,148	18,829	1,650	20,669	-	41,148	Funds received.
105 9019 Biodiesel Fuel Station	61,339	13,120	-	48,219	-	61,339	MBUAPCD Grant
	102,487	31,949	1,650	68,888	-	102,487	
Crazy Horse Landfill Closure Fund							
130 9227 CH Landfill Closure	1,346,262	248,898	32,654	1,064,710	(740,355)	605,907	CHL Closure Funds
131 9301 CH Closure Preparation	207,250	3,923	109	203,218	-	207,250	CHL Closure Funds
131 9302 CH PH 1A Leachate Recirculator	79,000	5,165	-	73,835	-	79,000	CHL Closure Funds
131 9303 CH PH 1B Site Prep Work	497,000	-	-	497,000	-	497,000	CHL Closure Funds
131 9304 CH PH 1C Bench Preparation	194,000	-	-	194,000	-	194,000	CHL Closure Funds
131 9305 CH PH 1D Liner Termination	37,000	-	-	37,000	-	37,000	CHL Closure Funds
131 9306 CH PH 1E Liner Placement	5,658,000	-	-	5,658,000	-	5,658,000	CHL Closure Funds
131 9307 CH PH 1F Winterization	18,000	-	-	18,000	-	18,000	CHL Closure Funds
131 9308 CH PH 2A Module 1	314,000	-	-	314,000	-	314,000	CHL Closure Funds
131 9309 CH PH 2B Lower Access Road	35,000	-	-	35,000	-	35,000	CHL Closure Funds
131 9310 CH PH 2C Remaining LF Prep	404,000	-	-	404,000	-	404,000	CHL Closure Funds
131 9311 CH PH 2D Liner Placement	268,000	-	-	268,000	-	268,000	CHL Closure Funds
131 9312 CH PH 2E Complete Liner Work	929,000	-	-	929,000	-	929,000	CHL Closure Funds
131 9313 CH Closure Equipment Purchase	257,500	-	-	257,500	-	257,500	CHL Closure Funds
131 9314 CH Closure Quality Assurance	675,000	-	-	675,000	-	675,000	CHL Closure Funds
131 9315 CH Closure Contingency	1,021,000	-	-	1,021,000	-	1,021,000	CHL Closure Funds
	11,940,012	257,986	32,763	11,649,263	(740,355)	11,199,657	Reflects 4/30/11 Available funds
Moved to Operations							
130 9204 CH Groundwater Monitoring	11,372	-	-	11,372	(11,372)	-	Moved to operations
150 9211 JC Groundwater Monitoring	28,680	-	-	28,680	(28,680)	-	Moved to operations



Salinas Valley Solid Waste Authority

Consolidated CIP Expenditure Report with Budget Adjustments

For Period Ending April 30, 2011

	Current Budget	Y-T-D Expenditures	Y-T-D Encumbrances	Unencumbered Balance	Budget Adjustments	Adjusted Budget	Notes
150 9212 JC Erosion Control	18,060	-	-	18,060	(18,060)	-	Moved to operations
161 9218 JR Ground Water Monitor	25,343	-	-	25,343	(25,343)	-	Moved to operations
150 9255 JC LFG System Improvement	45,246	91,145	6,500	(52,399)	52,399	97,645	Moved to operations
161 9819 JR Erosion Control	9,389	-	-	9,389	(9,389)	-	Moved to operations
	138,091	91,145	6,500	40,445	(40,445)	97,645	
Closed Projects							
105 9207 JPA Capital Replacement	8,894	-	-	8,894	(8,894)	-	Closed
150 9340 JC LFG to Energy	-	1,627	-	(1,627)	1,627	1,627	Closed
106 9518 JC C&D Mat Recovery Fac	120,575	-	-	120,575	(120,575)	-	Closed
130 9250 CH Closed Area Module 1	284,378	-	-	284,378	(284,378)	-	Included in Closure Project
	413,848	1,627	-	412,221	(412,221)	1,627	
Plasco Energy Group							
106 9022 Gasifier CEQA	-	4,025	33,475	(37,500)	-	-	To be funded by Plasco
CIP Fund Balance							
150 9010 JC Roadway Improvements	2,291,923	-	-	2,291,923	-	2,291,923	Available Fund Balance
170 9012 Work St Transfer Station	595,723	40,550	9,014	546,159	(434,096)	161,627	Available Fund Balance
150 9018 JC Resource Management Park	37,772	5,791	2,209	29,772	-	37,772	
130 9913 CH LFG to Energy Pilot	16,096	-	-	16,096	-	16,096	
	2,941,514	46,341	11,223	2,883,950	(434,096)	2,507,418	06/30/10 Unrestricted Fund Balance
Delayed for Future Funding							
150 9013 JC Module 456B Construction	194,431	46,109	-	148,322	(148,322)	46,109	Leachate tanks, probes, etc.
106 9006 Self Haul Serial MRF	249,905	-	-	249,905	(249,905)	-	Delayed
130 9249 CH Groundwater Remediation	607,390	3,697	-	603,693	(603,693)	3,697	Regulatory requirement
170 9199 Sun St. Transfer Station	62,420	62,079	-	341	(341)	62,079	Will need more funding
150 9521 JC Entrance Facility	91,908	-	-	91,908	(91,908)	-	Delayed
150 9918 JC West Berm Plant Establ	216,528	-	-	216,528	(216,528)	-	Mitigation measures
	1,422,582	111,885	-	1,310,697	(1,310,697)	111,885	
Grand Totals	17,112,897	595,438	111,655	16,405,803	(2,411,814)	14,701,083	



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 7

Finance Manager/Controller-Treasurer

T. Bruen by dm

Legal Counsel

General Manager/CAO

Date: June 16, 2011
From: David B. Meza, P.E., Authority Engineer
Title: Status Report on Procurement of Services for the Crazy Horse Landfill Closure Construction Project

RECOMMENDATION

Staff recommends acceptance of this status report on procurement of services for the Crazy Horse Landfill Closure Construction Project.

STRATEGIC PLAN RELATIONSHIP

The recommended action helps support Strategic Objective No. 4.3 – Crazy Horse Closure and Postclosure, Goal 4.3.1: Start Crazy Horse Closure Construction, by assuring the construction costs will fall within the construction budget.

FISCAL IMPACT

Funding for this item is included in the Crazy Horse Landfill Closure Construction Project (CIP 9227). For this project, \$2,347,576 was set aside for the artificial turf element of the project. This work would be funded from that budget.

DISCUSSION & ANALYSIS

On March 17, 2011, Board of Directors authorized the General Manager to procure professional services, contracting services or purchase materials not to exceed \$100,000 per occurrence for this project. While this agreement will be executed by the General Manager as authorized by the Board, staff would like to provide the Board of Directors with updates on the closure project and grant awards for contracting services as they are completed.

On May 19, 2011 approved the Artificial Turf purchase which is part of the ClosureTurf patented system allowing the Board of Directors to conclude that the commodity is unique and not subject to the competitive bidding as allowed per Authority Code 3.01.130(a)(3). A professional services agreement, which is not subject to competitive bidding per the Authority Code, with ClosureTurf is required to provide for construction quality control and installation oversight services for this patented system at an amount not to exceed \$97,000. Construction quality control is not the same as construction quality assurance. Construction quality control is required for all contracts and since the Authority purchased only the material, it is also required to provide quality control to assure the material is installed per the specifications. Title 27 of the California Code of Regulations require Construction Quality Assurance and Vector Engineering is under contract to provide that service.

BACKGROUND

This element of the construction project is essential and would ultimately be part of the closure project that is designed in accordance with State regulations.

ATTACHMENT(S)

1. None



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 8

N/A

Finance Manager/Controller-Treasurer

N/A

Legal Counsel

N/A

General Manager/CAO

Date: June 16, 2011
From: Patrick Mathews, General Manager / CAO
Title: Strategic Budget Planning Update

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



**SALINAS VALLEY
SOLID WASTE AUTHORITY**

Report to the Board of Directors

ITEM NO. 9

N/A

Finance Manager/Controller-Treasurer

N/A

Legal Counsel

Patil M...

General Manager/CAO

Date: June 16, 2011
From: Rose Gill, Administrative Manager
Title: Expenditures for Providing Food at Authority Board of Directors and Executive Committee Meetings

RECOMMENDATION

Option 1 – Maintain status quo. Option 2 – Provide only snacks and drinks. Option 3 – Provide only water, coffee and tea.

STRATEGIC PLAN RELATIONSHIP

This item does not relate to the strategic plan.

FISCAL IMPACT

Current calendar year expenses total \$939.62 with a monthly average of \$234.91 (minus Board Retreat).

DISCUSSION & ANALYSIS

At the May 4 Executive Committee meeting, staff was directed to detail the expenses for providing food during Authority meetings with the possible outcome of reducing or eliminating food provided.

The details are as follows, for this calendar year:

Board of Directors	
Month	Amount
January (Board Retreat)	\$680.63
February	\$132.24
March	\$121.26
April	\$258.39
May	\$228.58
Executive Committee	
Month	Amount
January	\$0
February	\$48.53
March	\$57.59
April	\$35.87
May	\$57.16

Based on Executive Committee's recommendation to Board of Directors, staff can recommend three solutions:

- 1) Remain status quo and continue providing food.
- 2) Reduce expenses, and provide snacks only, during the Authority Board of Directors and Executive Committee Meetings.
- 3) Not provide any snacks or food.

BACKGROUND

Previously the Authority provided coffee, water and small snacks during Board of Directors and Executive Committee meetings. In 2008, directors requested staff to provide meals for directors during Board of Directors meetings.

In 2009, the Executive Committee meetings were moved from 4pm to noon to allow all Executive Committee members to attend. Staff was requested to provide food as Executive Committee meeting were scheduled during committee member lunch recess.

ATTACHMENT(S)

None.

SVSWA Agenda Items - View Ahead

Item No. 10

2011

	July	Aug	Sep	Oct	Nov	Nov
1	NO MEETING	Minutes	Minutes	Minutes	Minutes	Minutes
2		<i>Claims/Financials (EC)</i>	<i>Claims/Financials (EC)</i>	<i>Claims/Financials (EC)</i>	<i>Claims/Financials (EC)</i>	<i>Claims/Financials (EC)</i>
3		Award ECS Agrmt	Authority Annual Report	QTE Sept. Cash & Investments	2012 Meeting Calendar	2012 Meeting Calendar
4		QTE June Tonnage & Diversion Report		Annual County Used Oil Report	QTE Sept. Tonnage & Diversion Report	
5		QTE June Cash & Investments		Tentative Board Retreat	Elections Nominating Committee	
6		Trust Agmt w/USDA (EC)				
7		CEQA Funding Agmt with Plasco (EC)				
8		Qtr Strategic Plan Updates				
9		Bio-Fuel Grant Update				
10		Salinas Area Transfer Station & AutoClave (URS Study)				
11		Jolon Rd Phytoremediation				
12		Award Conversion Tech CEQA Contract				

- Consent
 - Presentation
 - Consideration
 - Closed Session
 - Other (Public Hearing, Recognition, Informational, etc.)
- (EC) Executive Committee