

Board of Directors
Monterey Regional Waste Management District

RESOLUTION NO. 2020-01

**A RESOLUTION APPROVING AGREEMENT WITH STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION FOR
DELIVERY OF MATERIALS FOR PROCESSING OR DISPOSAL**

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WHEREAS, the State of California Department of Parks and Recreation (DPR) has a need to process or dispose of materials; and

WHEREAS, the Monterey Regional Waste Management District (MRWMD) operates the Monterey Peninsula Landfill (MPL) and Materials Recovery Facility (MRF), and provides regional disposal and the processing of recyclables from commercial and self-haulers; and

WHEREAS, the DPR desires to deliver materials to the MRWMD site for processing and/or disposal; and

WHEREAS; the DPR requires an agreement for processing and/or disposal of materials; and

WHEREAS, said agreement shall be in an amount not to exceed \$18,000 and will expire on December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Monterey Regional Waste Management District that it does hereby approve an agreement with the State of California Department of Parks and Recreation for processing and disposal of materials.

PASSED AND ADOPTED at a regular meeting by the Board of Directors of the Monterey Regional Waste Management District duly held on January 20, 2020, by the following votes:

AYES:

NOES:

ABSENT:

Carrie Theis, Chair

ATTEST:

Timothy S. Flanagan, General Manager

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C1964019

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

Monterey Regional Waste Management District

2. The term of this Agreement is:

START DATE

NTP

THROUGH END DATE

December 31, 2022

3. The maximum amount of this Agreement is:

\$18,000.00 - Eighteen thousand dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B, Att. 1	Disposal Service Rates	1
Exhibit C *	General Terms and Conditions - (GTC 04/2017)	
Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Monterey Regional Waste Management District

CONTRACTOR BUSINESS ADDRESS

PO Box 1670, 14201 Del Monte Blvd.

CITY

Marina

STATE

CA

ZIP

93933

PRINTED NAME OF PERSON SIGNING

Tim Brownell

TITLE

Director of Operations

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER C1964019	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Parks and Recreation				
CONTRACTING AGENCY ADDRESS 2211 Garden Road		CITY Monterey	STATE CA	ZIP 93940
PRINTED NAME OF PERSON SIGNING Maria Avellino		TITLE District Administrative Chief		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (if Applicable)		

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) *landfill operations services* services as described herein:

The Monterey Regional Waste Management District operates the Monterey Peninsula Landfill (MPL) and Materials Recovery Facility (MRF), and provides regional disposal and the processing of recyclables from commercial and self-hauled materials. The contract term is for three (3) years.

2. The services shall be performed at:
14201 Del Monte Blvd., Marina 93933
3. The services shall be provided during:
Monday – Friday, 7 a.m. – 4 p.m.
Saturday, 8 a.m. – 4 p.m.
4. The project representatives during the term of this Agreement will be:

State Agency: Department of Parks and Recreation Section/Unit: Accounting Unit Attention: Rima Tonkunas Address: 2211 Garden Road City/State/Zip Code: Monterey, CA 93940 Phone: (831) 648-2846 Fax: (831) 649-2940 E-mail Address: rima.tonkunas@parks.ca.gov	Contractor: MONTEREY REG WASTE MGMT DIST Section/Unit: Director of Operations Attention: Tim Brownell Address: PO Box 1670, 14201 Del Monte Blvd. City/State/Zip Code: Marina, CA 93933 Phone: (831) 384-5313 ext 6373 Fax: (831) 384-3567 E-mail Address: tbrownell@mrwmd.org
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**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Disposal Fee Rates, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Parks and Recreation
Attn: Accounting Unit
2211 Garden Road
Monterey, CA 93940

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause


Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

Exhibit B, Attachment I

The contract is in the amount of \$18,000.00. The Department of Parks and Recreation Monterey District will pay by as invoiced by Monterey Regional Waste Management District and per the rates as follows:

 Monterey Regional Waste Management District Current Disposal Fees Effective July 1, 2019		
ALL LOADS MUST BE PROPERLY TARPED AND/OR SECURED		
Vehicles arriving at the landfill with loads that are not properly secured are subject to a percentage of the third container fee charged that exceeds the value of the primary container. Other fees during our 24-hour operation include a \$100 fee for late arrival. Visit www.keepmontereycountyclean.org		
TYPE OF MATERIAL	PER TON	MIN. CHARGE
SOLID WASTE (Basic Rate)	\$62	\$20
CLEAN GREEN YARD WASTE AND WOOD WASTE (Household waste and cleaning materials) <small>Maximum weight 500 lbs. Non-treated or painted wood, stumps, stumps, trimmings, or branches that are less than 6" in diameter are accepted. No yard refuse, auto parts, tires, or other hazardous materials.</small>	\$40	\$10
CLEAN DRY WALL (Gypsum wall board)	\$30	\$7
CLEAN CONCRETE/BRICK/ROCK	\$1	\$5
MIXED LOADS OF CONCRETE AND ASPHALT	\$2	\$5
CLEAN OVERSIZED CONCRETE (Up to 42 inch diameter concrete wheelbarrow size, but no rebar or rebar ends)	\$10	\$10
CLEAN ASPHALT	\$1	\$5
FOOD SCRAPS (Clean loads of food scraps and vegetable products, from pre-approved utility and other events)	\$54	\$15
APPLIANCES WITHOUT REFRIGERANT		\$5/ea
APPLIANCES WITH REFRIGERANT		\$20/ea
ELECTRONIC WASTE (e.g. Televisions, Computers, Microwave, etc.) <small>Must be taken to a 120 lbs. Max weight container for recycling. No illegal hazardous electronic waste items allowed. They are accepted for recycling at the local County Municipal University of California at Merced's e-waste recycling center.</small>		NO CHARGE
MATTRESS/BOX SPRING (Recycled, recycled foam, new or old, clean, no stains)		NO CHARGE
MATTRESS/BOX SPRING (Commercial quality with metal springs or mattress with springs)		\$5/ea
STUMPS		
Diameter 2 - 3 feet in any dimension will be charged \$10 each in addition to the solid waste rate per ton	\$40	+ \$10/ea
Diameter 3 - 5 feet in any dimension will be charged \$50 each in addition to the solid waste rate per ton	\$62	+ \$50/ea
Diameter greater than 5 feet in any dimension will be charged \$80 each in addition to the solid waste rate per ton	\$90	+ \$80/ea
TIRES (If more than 12 tires, please contact us for the best waste rate. Max. tire size: 60 inches diameter, 14 inches wide, 10 inches high. For rate used when number of tires is unknown)	\$200	\$40
Tires less than 30 inches	\$200	\$40
Tires 31-41 inches		\$2/ea
Tires 42-50 inches		\$3/ea
Tires 51-60 inches		\$7/ea
Tires Over 60 inches		\$15/ea
PROBLEM WASTE	\$90	\$25
<small>Problems require special handling equipment, including fire, water, and other safety concerns. Call us for more details.</small>		
SPECIAL WASTE REQUIRING PRE-APPROVAL		
Acceptance of the following materials requires advance approval from MRWMD staff and may require analysis, analysis and a permit fee. The use of big dumps requires pre-District approval and may be subject to a special handling fee of \$20 per ton. Special Waste Acceptance & Screening Program (aka. material see mrwmd.org/disposal). For additional information, contact Planning Director, Planning@mrwmd.org		
CLEAN SOIL (Clean, free of contaminants, no hydrocarbons, no lead, no oil, no heavy metals)	\$1	\$5
DRILLING MUDS/DRECHINGS (in original containers)	\$20	\$15
DEBRIS CONTAMINATED SOIL	\$10	\$15
PETROLEUM-CONTAMINATED SOIL	\$20	\$15
LIQUID WASTE	\$15	\$15
BIO-SOLIDS (Sewage Sludge)	\$25	\$15
OVERSIZED WASTES (Animals, Boats, Mobile Homes, Items Requiring Demolition at Landfill) charged Problem Waste Rate	\$90	\$25
PROCESSING FEE FOR REVIEW OF SPECIAL WASTE DOCUMENTS		\$100/ea
SPECIAL SERVICES		
PULL OFF/PUSH OFF SERVICE		
Regular		\$50
Removal of debris		\$50
Large trucks, boats or loads requiring assistance of an excavator and/or more than one employee		\$100
QUIP START		\$20/ea
CERTIFIED WEIGHTS		\$10/ea

*Note: Rates may be subject to change annually, and shall not exceed 20% of above listed rates.

**EXHIBIT D — PUBLIC ENTITY
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

2. Termination for Convenience

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

3. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

4. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

5. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Priority Hiring Considerations for Contracts with a Value of \$200,000

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

7. Intellectual Property

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

8. Contractor's Duties, Obligations and Rights

Contractor is hereby apprised that California Public Contract Code Section 10335 through 10381 are applicable relative to Contractor's duties, obligations, and rights in performing the agreement.

CONTRACT AWARD REPORT

STD. 16 (REV. 11-92)(CA ST PKGS, EXCEL 4/30/2013)

TITLE 2, DIVISION 4, CHAPTER 5, SECTION 8117.5 OF THE CALIFORNIA CODE OF REGULATIONS REQUIRES CONTRACT AWARING AGENCIES TO NOTIFY THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, OFFICE OF COMPLIANCE PROGRAMS OF ANY CONTRACT AWARD IN EXCESS OF \$5,000. SUBMIT ONE COMPLETED COPY OF THIS FORM TO THE OFFICE OF COMPLIANCE PROGRAMS FOR EACH CONTRACT IN EXCESS OF \$5000 WITHIN 10 DAYS OF AWARD

SHADED AREAS FOR OFFICE OF COMPLIANCE PROGRAMS USE ONLY

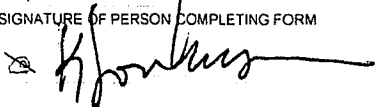
CONTRACTOR INFORMATION

CONTRACTOR'S NAME				TELEPHONE NUMBER	
MONTEREY REG WASTE MGMT DIST				(831) 384-5313	
ADDRESS	(NUMBER	STREET	CITY	STATE	ZIP CODE)
PO Box 1670,	14201	Del Monte Blvd.	Marina	CA	93933
FEDERAL EMPLOYER I.D. NUMBER		COMPANY OFFICER AND TITLE			
941603769					

CONTRACT INFORMATION

CONTRACT AMOUNT	STATE CONTRACT NUMBER			CONTRACT AWARD DATE			
\$18,000	C1964019			1/1/2020			
PROJECT LOCATION (COUNTY)				COUNTY CODE			
Monterey County							
ESTIMATED PROJECT STARTING DATE:	MONTH	DAY	YEAR	ESTIMATED PROJECT COMPLETION DATE:	MONTH	DAY	YEAR
			01/01/2020				12/31/2022
TYPE OF CONTRACT				IS THIS PROJECT FEDERALLY FUNDED?			
<input type="checkbox"/> CONSTRUCTION	<input checked="" type="checkbox"/> SERVICE	<input type="checkbox"/> SUPPLIES AND COMMMODITIES		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO		

AWARDING AGENCY INFORMATION

AGENCY NAME	AGENCY ADDRESS	AGENCY CODE
Department of Parks and Recreation	PO Box 942896; Sacramento, CA 94296-0001	
SIGNATURE OF PERSON COMPLETING FORM	PRINTED NAME AND TITLE	TELEPHONE NUMBER
	Rima Tonkunas, AGPA	(831) 649-2806

Sent to Compliance 1/2/2020 - 