

**Board of Directors
Monterey Regional Waste Management District**

RESOLUTION NO. 2020-13

**A RESOLUTION AUTHORIZING GENERAL MANAGER TO
EXECUTE AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF
PARKS AND RECREATION FOR ACCEPTANCE OF MATERIALS**

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WHEREAS, the Monterey Regional Waste Management District (District) and the State of State of California Department of Parks and Recreation desire the ability to establish agreements for acceptance of materials; and

WHEREAS, the State of California procedures requires written agreements be executed for payment processing; and

WHEREAS, the State of California requires a resolution be adopted by the governing body of a public entity indicating that it authorizes the General Manager execute said agreements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Monterey Regional Waste Management District that it does hereby authorize the General Manager to execute Agreements with the State of California Department of Parks and Recreation for the acceptance of materials.

PASSED AND ADOPTED by the Board of Directors of the Monterey Regional Waste Management District at a regular meeting duly held on September 18, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Carrie Theis, Chair

ATTEST:

Timothy S. Flanagan
General Manager/Secretary of the Board

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

C2064005

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

September 1, 2020

THROUGH END DATE

or upon DPR approval, whichever is later through August 31, 2023.

3. The maximum amount of this Agreement is:

Twenty one thousand dollars and zero cents (\$21,000.00)

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 A, att. 1	Requirements	1
Exhibit B	Budget Detail and Payment Provision	1
+ - Exhibit B, att. 1	Landfill and Refuse Disposal	1
+ - Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
+ - Exhibit D	Special Terms and Condition	2
+ - Exhibit E	Additional Provisions- Refuse Disposal Service Rate Changes	1

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

14201 Del Monte Blvd

CITY

Monterey County

STATE

CA

ZIP

93908

PRINTED NAME OF PERSON SIGNING

Tim Flanigan

TITLE

General Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Contractor's Name: District

Agreement Number: C2064005

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**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

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

Contractor shall provide landfill disposal site services for non-hazardous waste which shall include, but is not limited to, wood, brush, sweeping, wet garbage, metal glass, plastic, paper goods, asphalt, concrete, dirt, animal carcasses (single, small animals only), and other materials in Monterey County.

Refer to Waste Management Contract Categories, Exhibit B, Attachment 1, Additional Provisional Requirements for more complete description of services.

2. The services shall be performed at:
14201 Del Monte Blvd., Monterey County, CA 93908

3. The services shall be provided during:
Monday-Friday, 7:00 a.m.-4:00 p.m.
Saturday, 8:00 a.m.-4:00 p.m.

4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	Monterey Regional Wste Mgmt District
Section/Unit:	Accounting	Section/Unit:	General Manager
Attention:	Maria Avelino	Attention:	Tim Flanagan
Address:	2211 Garden Road	Address:	14201 Del Monte Blvd.
City/State/Zip Code:	Monterey, CA 93940	City/State/Zip Code:	Monterey County, CA, 93908
Phone:	831-649-2836	Phone:	831-384-5313
Fax:	831-649-2940	Fax:	831-384-3567
E-mail Address:	Maria.Avelino@parks.ca.gov	E-mail Address:	tflanagan@mrwmd.org

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
2211 Garden Road
Monterey, CA 93940
Email: Monterey.AdminStaff@parks.ca.gov

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 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.

**EXHIBIT E — REFUSE DISPOSAL
(Standard Agreement)****ADDITIONAL PROVISIONS****Refuse Disposal Service Rate Changes**

This contract may be amended by mutual consent of the parties hereto, upon the following: reason:

1. The rates herein may be amended to reflect any additional charges or fees relating to the services under this contract, which may hereinafter be imposed on the Contractor as a result of an action by the local governing body having authority over the disposal site; provided, however, the Contractor establishes to the complete satisfaction of the State the necessity and basis for the increase in the rates. In no event shall the increase in the contract rates exceed the actual costs to the Contractor for the additional charges or fees imposed.
2. Any increase in the contract rates provided for by this section shall become effective upon the date the State receives the Contractor's request, or the date the increase is made effective by the local governing body, whichever is later. The State shall decide whether to amend this contract within one week of the Contractor's written request for amendment.
3. If the State does not agree to amend the contract to cover the additional charges, either party shall have the right to terminate the contract upon giving 15 days' written notice.

Waste Diversion Language

Public Resources Code Section 41780 mandates all State Agencies to divert from landfills 50% or more of the generated waste through recycling methods. In order for the Department of Parks and Recreation to show compliance with these mandates, the Contractor shall:

1. Adhere to all State and local requirements pertaining to the diversion of waste from landfills. Current requirements can be located at <https://www.calrecycle.ca.gov/recycle/commercial/organics>.
2. The Contractor will provide a statistical report, acceptable to the State, which identifies actual weight of materials diverted/recycled for the refuse collected during each year of the agreement. This report will be provided to the State's Representative no later than March 1 of each year regardless of when the contract begins or ends.
3. The Contractor will be strictly held to the diversion rates mandated by law. A reportable and credible recycle program must be demonstrated as part of this contract.
4. Provide receipts verifying the delivery date and weight of all organic materials removed to authorized processors as attachments to invoices when submitting for payment.
5. Directly disposing of food waste and organic waste materials at a landfill before being taken to an authorized organic waste processing facility may be cause for termination of this agreement.