



Memorandum

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

Reviewed by: 
General Manager

DATE: June 11, 2021
 TO: Board of Directors
 FROM: Peter Skinner, Director of Finance and Administration
 SUBJECT: Amendment to 2020 MOU with Monterey County on litter abatement

RECOMMENDATION: That the Board Approve Amendment #1 to the Memorandum of Understanding dated October 8, 2020 between Monterey Regional Waste Management District and Monterey County for litter abatement in an amount not to exceed \$25,000 per year for two years.

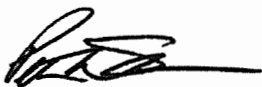
BACKGROUND & DISCUSSION

The County of Monterey manages a Litter Abatement Program ("Program") developed to collect waste and mitigate illegal dumping throughout the County. Over the past few years, the District has made a financial contribution to this program because it has been viewed as beneficial to all the residents and businesses within District jurisdictions and especially beneficial to the District's immediate neighbors. The District appropriated funds for the Program equal to \$75,000, \$100,000 and \$25,000, respectively, for the fiscal years 2019, 2020 and 2021.

In October 2020, the District executed a Memorandum of Understanding for the current fiscal year. That MOU expires June 31, 2021 if not amended or renewed. The amendment presented proposes to extend the arrangement for two additional years at a funding level not to exceed \$25,000 each fiscal year. The amendment further clarifies that actual funding is based on reimbursement of 50% of spending on Program activities conducted within MRWMD's jurisdictional boundaries.

FINANCIAL IMPACT

Costs associated with this agreement will not exceed \$25,000 for each of the next two fiscal years. The costs for the upcoming fiscal year have been incorporated in the District budget presented concurrently with this amendment.



Peter Skinner

MEMORANDUM OF UNDERSTANDING
between
COUNTY OF MONTEREY
and
MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
Litter Abatement Program

This Amendment No. 1 to the MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of the last date opposite the respective signatures by and between the COUNTY OF MONTEREY, a political subdivision of the State of California (“COUNTY”), and the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT (“MRWMD”), a public agency, (collectively referred to as “Parties”), with reference to the following facts:

RECITALS

WHEREAS, the Parties have heretofore entered into the MOU dated October 8, 2020 for COUNTY administration of a Litter Abatement Program (“Program”) to collect waste and mitigate illegal dumping throughout the County;

WHEREAS, the Parties wish to amend the MOU to extend the term for an additional two (2) years from the current expiration date, through June 30, 2023 to allow the Program to continue using existing available funding;

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein, the Parties hereto agree to amend the terms of the MOU as follows:

1. Section 1 Effective Date and Term is replaced in its entirety with the following:

This MOU is effective October 8, 2020 and shall remain in force through June 30, 2023 unless earlier terminated as provided in this MOU. This MOU may be amended by mutual written agreement of the parties.

2. Section 2, Paragraph b is replaced in its entirety with the following:

COUNTY and MRWMD shall each be responsible for establishing accounting procedures to track costs and transfer funds between Parties. Payment shall be made

on a reimbursement basis. COUNTY shall submit an invoice to MRWMD by the 15th day of the month following each contract quarter with an accounting of the use of the funds and the dates and locations where Work was performed, and the types and weights of the material collected.

3. Section 2, Paragraph c is replaced in its entirety with the following:

MRWMD shall reimburse COUNTY for fifty percent (50%) of County's actual expenses incurred within MRWMD's jurisdictional boundaries for third-party labor services in the performance of the MOU; provided however under no circumstances shall MRWMD's total contribution exceed \$25,000 per Fiscal Year without prior amendment to the MOU. MRWMD shall not reimburse COUNTY for services not yet performed.

4. Section 3. Termination is replaced in its entirety with the following:

BY COUNTY

a. COUNTY may terminate this MOU on June 30th of each year (end of Fiscal Year), provided COUNTY provides MRWMD with written notice not less than sixty (60) calendar days in advance of the termination.

b. COUNTY may terminate this MOU at any time for cause, which shall be defined as failure to make any payment required as described in section 2 above, subject to the following:

i. COUNTY shall provide sixty (60) calendar days written notice to MRWMD in advance of the termination and the reason(s) therefor. MRWMD shall be given 30 calendar days to correct the reason(s) for the termination. If COUNTY is satisfied, in its sole discretion, that the reason(s) for the termination have been remedied, the MOU shall not terminate and shall continue in force and effect.

ii. If MRWMD does not remedy the reason(s) for the termination to the satisfaction of COUNTY in COUNTY's sole discretion, COUNTY shall give MRWMD written notice thereof and the MOU shall terminate on a date provided by COUNTY in said notice. Upon termination, MRWMD shall pay to COUNTY all sums due and owing for services performed through the effective date of the termination.

BY MRWMD

- a. MRWMD may terminate this MOU at any time for its convenience and without cause upon giving sixty (60) calendar days written notice to COUNTY. The effective date of termination is the termination date contained in MRWMD notice of termination, unless otherwise agreed to by the parties. Upon termination, MRWMD shall pay to COUNTY all sums due and owing for services performed through the effective date of the termination.
5. Except as provided herein, all remaining terms, conditions, and provisions of the MOU are unchanged and unaffected by this Amendment and shall remain in full force and effect as set forth in the MOU.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Memorandum of Understanding on the date last signed below:

COUNTY OF MONTEREY

MONTEREY REGIONAL WASTE MANAGEMENT
DISTRICT

By: _____
Randell Ishii, MS, PW, TE, PTOE, Director
Public Works, Facilities & Parks

By: _____
Jason Campbell
Chair, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the County Counsel

MRWMD General Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

By: _____
Rob Wellington
MRWMD General Counsel

Date: _____

Date: _____