



# Memorandum

## MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT

DATE: March 11, 2022  
TO: General Manager  
FROM: Director of Communications  
SUBJECT: Authorize the General Manager to Execute a 5 Year Agreement with California State Monterey Bay (CSUMB) and VTC Last Chance Mercantile LLC for the Artist in Residency Program. Subject to Approval of Form by District Legal Counsel.

Reviewed by:  Date: 3-11-22  
General Manager

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**RECOMMENDATION:** Authorize the General Manager to Execute a 5 Year Agreement with California State University Monterey Bay (CSUMB) and VTC Last Chance Mercantile LLC for the Artist in Residency Program.

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### **BACKGROUND**

In 2016, the Artist in Residence (AIR) Program was started with the Monterey Regional Waste Management District and California State University, Monterey Bay's Visual and Public Arts (VPA) Department. This was the first such program within the California State University system, but there are several examples of such programs in the solid waste industry.

The District has a long history of engagement with the local art community, providing opportunities for artists to upcycle discarded materials from the MRWMD facilities to create public art.

The District, in partnership with Last Chance Mercantile (LCM), has supported the program through the provision of safe access to material salvaging from the Materials Recovery Facility (MRF) and LCM, work and exhibit space, opportunity for public engagement, promotion of their artwork, and a nominal stipend. VPA artists will work and create in the yard at the LCM, providing the general public the opportunity to watch their creative process and engage with the artists. At the conclusion of the program, the AIR will present their art projects to the Board and hold a reception at LCM.

### **DISCUSSION**

Participation in the Artist in Residence Program will require that the California State University, Monterey Bay, the Monterey Regional Waste Management District and VTC Last Chance Mercantile LLC execute an agreement for a five-year period. The AIR Program's mission is to educate and inspire the general public on the importance of repurposing, recycling and reusing discarded materials. CSUMB VPA students are able to add to their professional portfolio, and conceptualize, manage and produce a body of work using discarded materials. The District's Public Education office has a long history of community partnerships with schools, art centers and other nonprofit organizations that encourage dialogue on the importance of environmental issues and zero waste.

### **FINANCIAL IMPACT**

A \$1,000 stipend per participating student will be provided by the District for the purchase of materials from the Last Chance Mercantile. One student has been selected for 2022.

### **CONCLUSION**

Given the success of this program and its meaningful learning experiences for student artists and the community at large, it is recommended that the Board of Directors authorize the General Manager to execute a 5-year agreement with California State Monterey Bay (CSUMB) and VTC Last Chance Mercantile LLC for the Artist in Residency Program, subject to approval of form by District Legal Counsel.



## **UNIVERSITY-AGENCIES AGREEMENT FOR PLACEMENT OF STUDENTS**

This agreement entered into this 18<sup>th</sup> day of February, 2022 between the Trustees of the California State University, which is the State of California acting in a higher education capacity, through its duly appointed and acting officer, on behalf of California State University, Monterey Bay, hereinafter referred to as “**CSUMB**” located at 100 Campus Center, Seaside, CA 93955-8001, and Monterey Regional Waste Management District (“MRWMD” or the “District”), and VTC Last Chance Mercantile LLC (“LCM/ Veterans Transition Center of California (“VTC”), collectively referred to as “**AGENCIES**”. Any entity may be individually referred to as “Party” or collectively referred to as “Parties.”

### **I. STATEMENT OF PURPOSE**

#### **A. California State University, Monterey Bay**

California State University, Monterey Bay is committed to service in the community, and applied learning experiences for students. This is accomplished through field education, service learning, internships, research, and other activities that integrate the STUDENT(S)’s academic study with practical experience. Through reflective activities, service, research, and field seminars, students enhance their knowledge of their academic discipline and deepen their sense of civic responsibility, self-awareness, and professional development.

**B. Agencies Mission Statement (attach additional sheet / brochure if available)** Our mission is to turn waste into resources in the most cost effective and environmentally sound manner to benefit the community. In 2014, the MRWMD Board of Directors adopted five “Pillars of Sustainability” to guide MRWMD’s strategic initiatives with a focus on People, Finance, Environment, Community and Innovation.

**C. AGENCIES and CSUMB** recognize the opportunity for meaningful learning experiences for CSUMB, AGENCIES and STUDENTS. CSUMB supports the goals and objectives of the AGENCIES program in which students will participate.

### **II. STUDENT(S) LEARNING**

#### **A. Program Activities**

Activities will be accomplished in accordance with the STUDENT’S Learning Agreement, reviewed and agreed upon by the STUDENT, CSUMB and AGENCIES, prior to the start of the experience.

The STUDENT will:

1. Participate in all relevant trainings by the AGENCIES as stated in Section III-A-2, Training and Orientation, of this document.
2. Model professional, ethical and appropriate behavior when working with clients and when on AGENCIES site.
3. Support AGENCIES activities that are part of the STUDENT’S learning experience as specified by the Learning Agreement.
4. Meet the goals of the AGENCIES and the related CSUMB program in which the STUDENT is enrolled.
5. Fulfill the specific scope of work duties, identified in the STUDENT’S Learning Agreement.

#### **B. Safe and Productive Environment**

The AGENCIES is committed to providing a safe and productive environment for STUDENTS in the field program.

##### **1. The AGENCIES will:**

- a. Give STUDENT a complete tour of the site, and ensure that STUDENT is aware of all relevant safety policies and emergency procedures and is able to act responsibly in case of an emergency.
- b. If required by California law, obtain fingerprints of STUDENT and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is AGENCIES

- responsibility to: 1) Determine whether such fingerprinting is required; 2) obtain the STUDENT'S fingerprints; and 3) obtain criminal background clearance from the appropriate Agencies.
  - c. If required by California law AGENCIES will require STUDENT to submit results of a Tuberculosis (TB) Test. It is AGENCIES's responsibility to: 1) Determine whether such TB testing is required; (2) to notify CSUMB in writing of this requirement in advance of the STUDENT'S placement at the worksite and; (3) obtain results from STUDENT.
  - d. Notify the appropriate CSUMB program coordinator in writing, within 24 hours of any health & safety hazards and/or incidents of violence that occur at the AGENCIES worksite during the agreement period.
2. **CSUMB will ensure that STUDENT is notified of and agrees to the following requirements:**
- a. Abide by AGENCIES rules and regulations while on site and working with AGENCIES clients and staff.
  - b. Ensure that his or her actions with the AGENCIES are safe, positive, productive and ethical.
  - c. Advance the program and its objectives by providing support for AGENCIES and/or its staff as necessary and agreed upon in Section II-A, Program Activities, of this document.

### **III. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE AGENCIES**

#### **A. AGENCIES**

1. **Site Supervision** - AGENCIES will provide a qualified supervisor, who has been identified in the STUDENT'S Learning Agreement to be responsible for the safety and supervision of STUDENT while on site. The Supervisor will meet with the STUDENT regularly, as specified in the Learning Agreement, to facilitate the learning experience for the STUDENT, provide support, and to review progress on assignments and/or activities. AGENCIES program staff will support the STUDENT as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary supervisor will be responsible for the STUDENT in the absence of primary supervision.
  - a. AGENCIES supervisor will communicate at least twice per semester with the appropriate CSUMB staff or faculty member.
  - b. AGENCIES and/or his or her designee, shall meet with the appropriate CSUMB staff or coordinator, in order to facilitate the most mutually beneficial experience for all Parties involved, or at the request of any of the Parties involved.
2. **Training and Orientation** – The AGENCIES supervisor will provide specific training needed by the STUDENT to perform the tasks and activities identified in the Learning Agreement.
3. **Work Space** - STUDENT will have an appropriate space at AGENCIES site in which to conduct his/her assigned work. AGENCIES will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her role.
4. **Evaluation/Field Assessment**
  - a. AGENCIES supervisor will complete and return the required student evaluation regarding quality of service, research and/or work that the STUDENT provided to AGENCIES at the end of each semester, or as agreed upon in the STUDENT'S Learning Agreement.
  - b. AGENCIES supervisor will complete and return any required evaluations of the overall quality of service provided by CSUMB community engagement programs (e.g. research, service-learning, field study, etc.), but not more than twice annually.

#### **B. CSUMB**

1. **Site Placement** - CSUMB will assign STUDENT to AGENCIES through CSUMB academic departments, institutes and other CSUMB programs.
2. **Training and Reflection** - Staff of the appropriate CSUMB academic department, institute or program and/or CSUMB faculty will provide training for STUDENT regarding responsibilities in Section II and will provide opportunities for STUDENT to reflect upon his/her experience working at AGENCIES.
3. **Supervision and Accountability** - The appropriate CSUMB program coordinator will work closely with STUDENT, AGENCIES and CSUMB faculty to meet the expectations and priorities of AGENCIES.

#### IV. LENGTH OF AGREEMENT TERM

- A. **Initial Term** – CSUMB and AGENCIES have reached this agreement for a five (5) year period beginning with the date of execution of this agreement.

This agreement shall become effective upon execution. Either CSUMB or AGENCIES may terminate this agreement after giving the other Party 30 days advance written notice of the intention to terminate. In the case of early termination, STUDENT shall be allowed to complete their assignment as indicated in their Learning Agreement.

- B. **Renewal Process** – This agreement may be renewed every five years upon written mutual agreement, and is based on STUDENT feedback, AGENCIES evaluations and CSUMB faculty desire to continue this relationship under the conditions that:

1. CSUMB and AGENCIES continue to be committed to actively supporting the goals of the other.
2. STUDENT work is meaningful and of benefit to AGENCIES.
3. The relationship is consistent with the goals of AGENCIES, CSUMB and STUDENT.

#### V. GENERAL PROVISIONS

##### Indemnification

AGENCIES shall be responsible for damages caused by the negligence of its directors, agents, employees and duly authorized volunteers occurring in the performance of this agreement. CSUMB shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of AGENCIES and CSUMB that the provision of this paragraph be interpreted to impose on each Party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

##### Insurance

AGENCIES shall procure and maintain General Liability insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon for this placement agreement. **(If not available for STUDENT(S), please attach a note stating such).**

CSUMB has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

CSUMB has elected to be self-insured for its vehicle liability and property exposures. As a state Agencies, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

##### Pandemic/Epidemic Considerations

AGENCIES is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. AGENCIES is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. AGENCIES, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, AGENCIES will take steps to comply with the modified, changed or updated guidelines or directives. If at any time AGENCIES becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify CSUMB of that fact.

##### Status of STUDENT

STUDENT shall at no time throughout this agreement be considered an officer, employee, agent or volunteer of CSUMB.

##### Governing Law

All agreements shall be construed in accordance with, and their performance governed by, the laws of the State of California. AGENCIES shall comply with any state or federal law applicable to AGENCIES’s performance under this agreement.

##### Assignments

Without prior written consent of CSUMB, this agreement is not assignable by AGENCIES either in whole or in part.

##### Agreement Alternations and Integration

No alternation or variation of the terms of the agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

Endorsement

Nothing contained in this agreement shall be construed as conferring on any Party hereto any right to use the other Party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other Party. Furthermore, nothing in this agreement shall be construed as endorsement of any commercial product or service by CSUMB, its officers or employees.

Survival

Upon termination of this agreement for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any Party hereto that is not embodied herein, and no Party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

This document reflects my understanding of the relationship.

**AGENCIES**

**CALIFORNIA STATE UNIVERSITY, MONTEREY BAY**

\_\_\_\_\_  
MRWMD Staff Name, Authorized Signatory      Date

\_\_\_\_\_  
Angelica Muro, VPA Chair      Date

\_\_\_\_\_  
District LCM Name, Authorized Signatory      Date

\_\_\_\_\_  
Hector Mendoza, Coordinating Lecturer      Date

\_\_\_\_\_  
District VTC Name, Authorized Signatory      Date

\_\_\_\_\_  
**VPA Artist in Residence**  
Department/Program

\_\_\_\_\_  
Dr. Juanita Cole, CAHSS Dean (Initials)      Date

**Email address:**

**Contact:** Emmy McColey

[emccoley@csumb.edu](mailto:emccoley@csumb.edu) / (831) 582-4337

**Telephone:**

**CALIFORNIA STATE UNIVERSITY, MONTEREY BAY**  
(Additional signature required if non-Service Learning UAAPS)

\_\_\_\_\_  
**Rhonda Mercadal-Evans, Associate Director  
for Advising Career & Student Success**

\_\_\_\_\_  
**Stephen W. Mackey, Associate Vice President for Finance**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

# AGREEMENT

## **Artist in Residence Program (Spring, 2022) in partnership with the California State University Monterey Bay Visual and Public Art Program, the Monterey Regional Waste Management District Public Education and Outreach Program, and VTC Last Chance Mercantile LLC**

### **Purpose**

To create and sustain a collaborative partnership between the California State University Monterey Bay's Visual and Public Art ("VPA") Program and the Monterey Regional Waste Management District ("MRWMD" or the "District"), and VTC Last Chance Mercantile LLC ("LCM"), a charitable organization benefiting the Veterans Transition Center of California ("VTC"). This partnership, initially developed in 2016, consists of an Artist in Residence ("AIR") program for selected VPA student fellows in conjunction with the District's Public Education and Outreach program and LCM. The purpose is to use art to raise awareness about and promote the importance of resource conservation, environmental stewardship and environmental justice through waste reduction, reuse, recycling, and upcycling. This was the first such program within the California State University system, but there are several examples of such programs in the solid waste industry.

The District has a history of engagement with the local art community, providing opportunities for artists to upcycle discarded materials from the MRWMD facilities to create public art. The partnering agencies are excited and committed to offering this educational opportunity to CSUMB VPA students and supporting the continuance of the AIR program.

This partnership draws upon the expertise of CSUMB VPA faculty who will select and mentor the student participants and support both the student and public education components. The District, in partnership with LCM, supports the program through the provision of safe access to material salvaging, work and exhibit space, opportunity for public engagement, promotion of art, and a nominal stipend.

### **Program Goals**

- To educate and inspire the public on the importance of repurposing, recycling and reusing discarded materials. By supporting artists who work with reused materials, the District hopes to encourage people to promote new ways of thinking about and treating their discards; and more sustainable practices.
- To create a professional platform for CSUMB Art students to conceptualize, manage and produce a body of work using discarded materials.
- To create community partnerships with schools, art centers and other nonprofit organizations to encourage dialogue on the importance of environmental issues.

### **The Visual and Public Art (VPA) Program provides the following support:**

1. Selection of student participant(s), professional support, and art direction from a VPA faculty advisor. One student per Spring semester will be selected to participate. Fellowships will be offered once per Spring semester and the program may be expanded annually, if warranted and upon agreement of all parties.
2. VPA faculty advisor will assure that fellow(s)' art created is public art to be consumable by all audiences; reviewed and vetted by VPA staff before presentation to the public and student community.



3. Promotion of and advertising of the program and annual exhibit via social media, and collaborative media communications.
4. Documentation of the body of work created during the fellowship to include high-quality digital images of final art for use in program promotion or otherwise at the District's discretion.

**The District in collaboration with LCM will provide the following support:**

1. Studio space at LCM's leased premises, for the period of the Artist in Residence fellowship (Spring Semester 2022, January – May). The working space will include shelter, power, light, access to water, a secure place to store materials and tools, and an opportunity to engage with the public. The AIR fellow shall at no time be considered a tenant or employee of LCM, VTC, or the District.
2. A safety orientation and Personal Protective Equipment (PPE), as prescribed by District Safety Manager, will be provided by District before AIR fellow accesses facilities, salvages materials and begins creative work.
3. Accessibility to discarded materials and facilities where materials can be salvaged including LCM's leased premises, the Materials Recovery Facility (MRF), and the landfill operated by the District. When salvaging materials from the landfill or the MRF, AIR program participants are required to be accompanied by a trained and qualified MRWMD staff member to ensure their personal safety amidst Heavy Equipment operating in those areas. Access to and clearance for salvaging from the MRF and landfill will need to be coordinated with respective District staff per each occurrence. Items for sale at the retail thrift store operated by LCM will be paid by each student with stipend funds in the discretion of each student. Items salvaged at the MRF or landfill shall be free of charge.
4. Collaboration in the promotion and advertising of the partnership, program and annual exhibit via social media, and collaborative media communications. A webpage for the AIR program, to include artist bios and AIR portfolio, will be maintained on the MRWMD website.
5. The District and LCM will host a public exhibition and reception at the end of the term at LCM's leased premises. Date and time will be approved by LCM and coordinated with VPA staff and AIR student fellow.
6. A \$1,000 stipend per participating student will be provided by the District. The stipend will be provided in two parts, half at the beginning of the fellowship to allow for purchases of materials from LCM, and half at completion of the fellowship. VPA and District will determine what is needed for confirmation of successful completion of fellowship and qualification for final payment.
7. LCM shall maintain insurance coverage as prescribed by that certain Facilities Lease and Operating Agreement for the Last Chance Mercantile between MRWMD and LCM dated June 18, 2021, as amended and assigned by that certain Assignment of and First Amendment to Facilities Lease and Operating Agreement dated July 22, 2021 ( the "Lease"). Any accidents or injuries that may occur to the AIR participants while on the Leased Premises (as defined in the Lease) shall be covered under LCM's insurance policies.
8. MRWMD's insurance shall cover any and all accidents, injuries, or other claims occurring or arising as a result of any AIR participant's activities on District property, including but not limited to the landfill or the MRF. MRWMD shall indemnify, defend, and hold harmless to the full extent permitted by law VTC, LCM, and their officers, directors, agents, employees, and volunteers ("Indemnified Parties") from and against any and all claims, demands, suits, damages, losses, costs, expenses and fines (including, without limitation, reasonable attorney's fees and costs

and fees of litigation) (collectively, "Claims or Losses") of every nature arising out of or in connection with (i) the presence of the AIR participants on or use of the MFR or landfill operated by the District, and (ii) the negligence or willful misconduct of MRWMD's employees, volunteers, or other agents, except such Claims or Losses caused by the sole negligence or willful misconduct of the Indemnified Parties. Such indemnification obligation shall survive the termination of this Agreement.

**The AIR Fellowship student recipient is responsible for the following:**

1. Create a body of work during the residency utilizing only materials recovered or salvaged at the District and LCM's Leased Premises or purchased from the retail thrift store operated by LCM (with the exception of art supplies). Ensure that artwork created is public art to be consumable by all audiences; reviewed and vetted by VPA staff before exhibited. Artwork will not be made available for sale during the term of the fellowship.
2. Abide by all rules, regulations, and policies of LCM, VTC, and the District. In the event the AIR fellow fails to do so, LCM, VTC, and/or the District shall have the right to terminate the participation of any AIR fellow in the Program upon fifteen (15) days' notice to the AIR fellow(s) and their VPA mentor.
3. Read, sign, and date VTC's Assumption of Risk and Waiver and Release, a copy of which is attached hereto and incorporated herein by reference.
4. Provide District and LCM/VTC staff with an artist bio and statement, including portfolio images for use by each organization to promote the program and partnership, including posting on organizations' respective social media and websites.
5. Devote a minimum of 20 hours per week to studio practice. Fellows will be responsible for documenting site and work time, per visit to meet program requirements.
6. Complete safety training and follow all required safety protocol and procedures as provided by the District, LCM/VTC, and CSUMB including wearing proper PPE and following current and prescribed COVID health and safety requirements.
7. In collaboration with District and LCM staff, fellow will create and give a presentation(s) for local K-12 students and/or nonprofit organizations, service groups and/or District and LCM staff, and/or assist in the coordination of a hands-on activity for students and/or the public to bring awareness to the importance of recycling. The fellow will also have an opportunity to introduce their work to student groups and the public who pass through the District.
8. Organize an artist lecture to be presented at the Visual and Public Art program at the end of the fellowship.
9. Assist with the installation of the body of work created during the fellowship in the VPA gallery and at the Last Chance Mercantile.
10. Write, create, and share a short summary and media presentation of the fellowship experience for submittal to VPA and District staff.
11. At the end of the fellowship, provide a short presentation about body of work and fellowship experience to the District Board of Directors at their monthly meeting. Date and time will be coordinated with District staff.

**Tentative Annual Schedule:**

January 26, 2022 : Fellowship recipient(s) announced  
February 11, 2022 : Artist In Residence begins  
May 2 to the 6, 2022 : Art Exhibit Hosted at MRWMD/LCM  
May 5, 2022: Reception and student presentation  
May 14, 2022: Artist In Residence ends

**AGENCIES**

**CALIFORNIA STATE UNIVERSITY, MONTEREY BAY**

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MRWMD Staff Name, Authorized Signatory      Date

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Angelica Muro, VPA Chair      Date

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LCM Name, Authorized Signatory      Date

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Hector Mendoza, Coordinating Lecturer      Date

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Taylor Printess, Artist in Residence- Fellow      Date

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VTC Name, Authorized Signatory      Date

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**VPA Artist in Residence**

Department/Program

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Dr. Juanita Cole, CAHSS Dean (Initials)      Date