

MEMO



**Consent
Item #: 5**

Meeting Date: November 17, 2023

To: Board of Directors
From: Helen Rodriguez, Director of Finance and Administration
Approved by: General Manager, Felipe Melchor

Subject: Recommend Board Adopt Resolution 2023-10 Authorizing General Manager to Execute Agreement with the State of California Department of Parks and Recreation for acceptance of materials

Recommendation

That the Board adopt Resolution 2023-10 (Exhibit A) establishing ReGen Authorizing General Manager to Execute an Agreement with the State of California Department of Parks and Recreation for acceptance of materials (Exhibit B).

Background and Discussion

The current agreement with the State of California Department of Parks and Recreation (State Park & Rec) is expiring at the end of November.

The State Park & Rec is requesting a three agreement for ReGen Monterey to accept materials not to exceed \$15,000 at the published ReGen rates.

Financial Impact

There financial impact associated with adoption of Resolution 2023-10 for Fiscal 2023-2024 is up to \$15,000 of revenue.

Conclusion

Board adoption is requested of Resolution 2023-10 establishing ReGen Investment Policy and Guidelines for Fiscal 2023/2024 (Attachment A) and direct staff to establish an annual investment policy (Exhibit A).

Physical Address

14201 Del Monte Blvd.
Salinas, CA 93908

Mailing Address

P.O. Box 1670
Marina, CA 93933

Phone / Fax

831-384-5313 PHONE
831-384-3567 FAX

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ReGenMonterey.org
@ReGenMonterey

Let's not waste this.

BOARD OF DIRECTORS

Resolution

RESOLUTION
2023-10

Authorizing General Manager to Execute
Agreement with State of California
Department of Parks and Recreation for Acceptance of Materials

WHEREAS, the Monterey Regional Waste Management District (ReGen) and the 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 to execute said agreement, and

NOW, THEREFORE, IT BE RESOLVED THAT the Board of Directors of the Monterey Regional Waste Management District dba ReGen Monterey does hereby authorize the General Manager to execute an Agreement with the State of California Department of Parks and Recreation for the acceptance of materials.

PASSED AND ADOPTED this 17 day of November 2023 by the Board of Directors



Monterey Regional
Waste Management District,
dba ReGen Monterey

Jason Campbell
Board Chair

Felipe Melchor
General Manager
Board Secretary

Kim Shirley
Board Vice-Chair

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

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

Contractor operates the Monterey Peninsula Landfill (MLP), the Materials Recovery Facility (MRF) and the Household Hazardous Waste Collection Facility (HHW) and agrees to provide to the California Department of Parks and Recreation (DPR) Recycling and Landfill Disposal Services as described herein:

Contractor shall provide recycling and landfill disposal services for non-hazardous organic and solid waste which originates from within Monterey County and shall include for purposes of illustration only and not limitation, wood, brush sweeping, wet garbage, metal, glass, plastic, paper goods, asphalt, concrete, dirt, animal carcasses (small animals only). Organic and solid waste for disposal shall be sorted and segregated in accordance with prior written direction from the Contractor prior to the delivery to the Contractor at the MLP or the MRF.

2. The services shall be performed at:
14201 Del Monte Blvd., Monterey County, CA 93908
3. The services shall be provided during:
Regular Business Hours: Monday Through Friday, during 07:00.A.M.- 04:00P.M.Saturday, 08:00 A.M.-4:00P.M excluding State and Federal Holidays.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	Monterey Regional Waste Management DBA ReGen Monterey
Section/Unit:	Monterey District	Section/Unit:	
Attention:	Brent C. Marshall	Attention:	Felipe Melchor
Address:	2211 Garden Road	Address:	14201 Del Monte Blvd
City/State/Zip Code:	Monterey, CA 93940	City/State/Zip Code:	Monterey County, CA, 9
Phone:	831-649-2836	Phone:	831-384-5313
Fax:	831-649-2848	Fax:	831-384-3567
E-mail Address:	Brent.Marshall@parks.ca.gov	E-mail Address:	Fmelchor@regenmonterey.org

Additional Scope of Work:

In addition to non-hazardous organic and solid waste, the Contractor shall provide diversion services for household hazardous waste material, of a type generated incidental to maintaining a residence, small business, vehicle or yard and which carries a label which indicate it is harmful to humans, animals and or/the environment, subject to such material being sorted and segregated in accordance with prior written direction from the Contractor prior to delivery to the Contractor at the Household Hazardous waste Collection Facility (HHW). It is understood and acknowledged by Department of Parks and Recreation (DPR) that hazardous material is prohibited from disposal at the Monterey Peninsula Landfill (MPL) and cannot be present in either the organic or solid waste delivered to the Contractor. Such materials, which must be separated from recyclable and solid waste must be prepared and packed for safe transport and delivered to the HHW in accordance with prior written direction from the contractor. Included for purposes of illustration only and not limitation:

- a) Auto Products: motor oil, oil filters, cleaners, solvents, fluids and batteries.
- b) Paint and building products to include paint, stain, varnish, thinner, adhesives, roofing cement and roofing sealer.
- c) Universal waste to include batteries, items containing mercury (e.g., fluorescent light bulb and thermostats).
- d) Electronic waste to include computer monitors, televisions, video cassette recorders, telephones, microwave ovens, computers and computer peripherals, and office machines,
- e) Ink to include inkjet cartridges, toner cartridges (for LaserJet printers or office copy machines) and used waste toner containers.
- f) Cleaners, aerosols, solvents and pesticides and pest control outdoor products.
- g) Herbicides and fertilizer.
- h) Health Care products.
- i) Tires.

Contractor will furnish labor, materials, tools and equipment for the processing of these materials as delivered to the contractor by DPR. To accomplish its waste diversion goals as established by the California Public Resource Code DPR is encouraged to utilize or to require its waste collection contractor(s) to utilize three separate carts to separately collect:

- a) Recyclable material such as cans, bottles, glass, paper and cardboard.
- b) Food scraps (food only, no container) & vegetation/organic material.
- c) Garbage/solid waste (non-recyclable, non-organic material).

Contractor's Name: Monterey Regional Waste
Management District dba Regen Monterey

Agreement Number: C23720005

Exhibit A, Attachment I

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Contractor's recyclables drop off area provides large bins for free disposal of clean paper, cardboard glass, metal, and specific plastics.

Appliances and mattresses must be weighed and processed by the contractor's scale house staff prior to the delivery to the Materials Recovery Facility (MRF).

The contractor will receive "over the counter" medication and medical sharps when same are safety sealed prior to delivery in accordance with directions from contractor in labeled plastic bottles or sharps containers.

**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 Fees, 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
Monterey District
Attention Accounting
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
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

5 Disabled Veterans Participation Goals

- A. Upon completion of an awarded contract in which a commitment to achieve a DVBE goal was made, the prime contractor that entered into a subcontract with a DVBE is required to complete and submit form STD. 817 within 60 days to certify payment information to the awarding department, in accordance with Military and Veterans Code (M&VC) Section 999.5.
- B. For contracts awarded on or after January 1, 2021, pursuant to M&VC Section 999.7, the State shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the prime contractor complies with the certification requirements of M&VC Section 999.5. Prime contractors that fail to comply with the certification requirements shall be given notice and allowed to cure the defect. If after 15 calendar days but not more than 30 calendar days from the date of the notice, the prime contractor fails to comply with the certification requirements, the State shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000). The withholding applies to all contracts with a DVBE subcontractor.
- C. Notwithstanding any other law, an awarding department shall not withhold more than the amount specified on the final payment of any disabled veteran business enterprise contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

Exhibit B, Attachment I Disposal Fees

The Department of Parks and Recreation, Monterey District will pay by as invoiced by Monterey Regional Waste Management District and per July 1, 2023 rate sheet as follows, and as subsequently approved by the Board of Directors annually and effective on July 1st of subsequent years

TYPE OF MATERIAL	PER TON	MIN CHARGE
SOLID WASTE (Basic rate)	\$70	\$20
CLEAN GREEN YARD WASTE AND WOOD WASTE Unpainted wood and "clean green" yard waste only. No garbage or debris, no treated or painted wood, cedar shakes, palm tree or fronds, ice-plant, cactus or poison oak. Sod may also be accepted at this rate.	\$45	\$10
CLEAN DRYWALL (Gypsum wall board)	\$32	\$7
CLEAN CONCRETE/BRICK/ROCK	\$1	\$5
MIXED LOADS OF CONCRETE AND ASPHALT	\$2	\$5
CLEAN OVERSIZED CONCRETE (Up to 42 inch length, or concrete w/rebar or pipe less than 8 inches exposed.)	\$11	\$10
CLEAN ASPHALT	\$1	\$5
FOOD SCRAPS Clean loads of food scraps, cannabis and certified compostable products from pre-approved generators and/or venues, events.	\$61	\$15
APPLIANCES WITHOUT REFRIGERANT		\$5/ea
APPLIANCES WITH REFRIGERANT		\$20/ea
ELECTRONIC WASTE (e.g. televisions, computers, microwaves, etc.) Must be taken to the Household Hazardous Waste area for recycling. It is illegal to dispose of electronic waste items in the trash. They are accepted for recycling. Deliver your TVs and monitors before arriving at the scale.		NO CHARGE
MATTRESS/BOX SPRING - Residents may bring 5 or fewer units from their home.		NO CHARGE
MATTRESS/BOX SPRING - Commercial haulers will be charged per mattress and box spring.		\$5/ea
STUMPS		
Diameter 2 - 3 feet in any dimension, will be charged \$10 each in addition to the yard waste rate per ton.	\$43	+\$ 10/ea
Diameter 3 - 5 feet in any dimension, will be charged \$50 each in addition to the solid waste rate per ton.	\$66	+\$ 50/ea
Diameter greater than 5 feet in any dimension, will be charged \$50 each in addition to the problem waste rate per ton.	\$102	+ \$50/ea
TIRES (For more than 3 tires, the per-tire rate is in addition to the solid waste rate. Waste Tire Hauler Certification & Manifest are required for disposal of 10 or more tires.) Per-ton rate used when number of tires is unknown	\$214	\$40
Cut tires (in thirds or smaller)	\$214	\$40
Tires less than 30 inches		\$2/ea
Tires 31-41 inches		\$5/ea
Tires 42-50 inches		\$10/ea
Tires 51-60 inches		\$75/ea
Tires over 60 inches		\$150/ea
PROBLEM WASTE		
Any waste requiring special handling or immediate burial, including loose debris, confidential documents, fumigation plastics. Additional fees may apply.	\$102	\$25
TREATED WOOD WASTE (TWW) requires a DTSC variance**		
Declared , it will be charged at the basic solid waste rate, plus service fee per load	\$70/ton + \$50 service fee	
Undeclared , entire load will be charged the problem waste rate, plus service fee per load	\$102/ton + \$50 service fee	
**For variances visit dtsc.ca.gov. See ReGenMonterey.org for DTSC-required customer information.		
SPECIAL WASTE REQUIRING PRE-APPROVAL		
Acceptance of the following materials requires advance approval from ReGen Monterey staff, and may require analytical analysis and a service fee. The use of belly dumps requires prior approval and may be subject to a special handling fee of \$20 per truck. For special waste acceptance and screening information, see ReGenMonterey.org. For additional information, contact SpecialWaste@regenmonterey.org		
CLEAN SOIL "Clean" means non-contaminated soil without garbage or debris. "Dirty" loads will be charged the solid waste rate.		\$5
DRILLING MUDS/ DREDGINGS (with less than 50% moisture)	\$1	\$15
DEBRIS CONTAMINATED SOIL	\$21	\$15
PETROLEUM CONTAMINATED SOIL	\$11	\$15
BIOSOLIDS (Sewage sludge)	\$21	\$15
OVERSIZED WASTES (animals, boats, mobile homes, items requiring demolition at landfill; charged problem waste rate)	\$40	\$25
PROCESSING FEE FOR REVIEW OF SPECIAL WASTE DOCUMENTS	\$102	\$100/ea
SPECIAL SERVICES		
PULL-OFF/PUSH-OFF SERVICE		
Regular		\$50
Fumigation & drip plastic		\$50
Large trucks, boats or loads requiring assistance of an excavator and/or more than one employee		\$100
JUMP START		\$20/ea
CERTIFIED WEIGHTS		\$10/ea

*Services and fees are subject to change. Classification of all materials is subject to scale house personnel's discretion at time of acceptance.

Notices

All loads must be properly tarped and/or secured. Customers arriving with uncovered loads will be charged double the disposal fee. Report litter violations at keepmontereycountyclean.org

All loads are subject to hazardous waste load checking. Hazardous and prohibited materials, as defined under California law, shall not be disposed of at ReGen Monterey's landfill or Material Recovery Facility (MRF). ReGen Monterey may notify authorities of illegal disposals. The customer will be held responsible for all remediation associated with illegal disposals, if required, and may be subject to prosecution.

Hours and Holidays**

Disposal (Scales) – 831-264-6912
Mon.-Fri. 7 a.m. - 4 p.m., Sat. 8 a.m. - 4 p.m.

Recycling Drop Off Accepted recyclable items include cardboard, paper, plastics #1, #2, and #5, metal and glass jars and bottles.

Last Chance Mercantile – 831-264-6900
Donate your reusable goods. LastChanceMercantile.org

Household Hazardous Waste & Electronics Recycling – 831-264-6386
Mon.-Sat. 9 a.m. - 4 p.m.
Safe drop off for electronic waste, household batteries, paint, pesticides, motor oil, car batteries, CFL bulbs, aerosols, acids, fuels, and caustics.

Small Business Hazardous Waste – 831-264-6386
Make an appointment to drop off hazardous waste. Small business processing fee applies.

Administration Office – 831-384-5313
Mon.-Fri. 8 a.m. - 4 p.m.

Closed on Sundays and these Holidays:
Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day & New Year's Day

**Subject to change

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

Contractor's Name: Monterey Regional Waste Management
District dba ReGen Monterey
Agreement Number: C23720005

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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.

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>

Organic Waste Collection

SB 1383 mandates the separate collection of organic waste in all jurisdictions. Due to the unique communities and local infrastructure, jurisdictions are responsible for determining how to accomplish this requirement. In order for the Department of Parks and Recreation to maintain compliance with this mandate, the following shall be required for the entirety of this contract:

State Responsibility:

1. The State shall either subscribe to a collection service that the jurisdiction provides, or contract for collection services independently.

**EXHIBIT E - REFUSE DISPOSAL
(Standard Agreement)**

Contractor's Name: Monterey
Agreement Number: C23720005

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2. The State shall be responsible for educating employees and visitors about organic waste prevention and how to properly sort materials into the correct containers.
3. The State shall provide containers for organic waste and recyclables in all areas where disposal containers are provided, except restrooms.
4. Containers must conform to the proper color labeling requirements.

Contractor Responsibility:

1. The Contractor shall adhere to all State and local jurisdiction requirements pertaining to the disposal of organic waste. Current requirements can be located at: <https://www.calrecycle.ca.gov/organics/slcp/collection>
2. Once collected, the Contractor assumes all responsibility to properly dispose of organic waste pursuant to the methods prescribed by the local jurisdiction.
3. Directly disposing of food waste and organic waste materials at a landfill, unless authorized by the collection services of that jurisdiction, may be cause for termination of this agreement.