

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT
(DBA REGEN MONTEREY)
AND
THE COUNTY OF MONTEREY**

WHEREAS, the County of Monterey, a political subdivision of the State of California, is committed to complying with the requirements set forth in the California Code of Regulations (CCR), title 14, sections 18993.1 through 18993.4, as outlined by CalRecycle, in order to meet the organic waste procurement target goals for the western unincorporated area of Monterey County; and

WHEREAS, the Monterey Regional Waste Management District, dba ReGen Monterey, has the capacity and expertise to procure recovered organic waste products, including finished compost or mulch, from processors on behalf of the County, to assist in achieving compliance with the SB 1383 Regulations.

THEREFORE, BE IT RESOLVED:

The County of Monterey, a political subdivision of the State of California (“County”), and Monterey Regional Waste Management District, dba ReGen Monterey (“MRWMD”), hereby enter this Memorandum of Understanding (“MOU”), whereby MRWMD agrees to procure recovered organic waste product in the form of finished compost or mulch from a processor on behalf of the County to assist compliance with the requirements of the California Code of Regulations (CCR), title 14, sections 18993.1 through 18993.4 (“SB 1383 Regulations”) – the organic waste procurement target goals set by CalRecycle for the western unincorporated area of Monterey County.

1. Effective Date and Term

The term of this MOU is effective November 1, 2024, through October 31, 2027.

2. Obligations

- A. MRWMD will procure recovered organic waste product compost from a processor, on behalf of the County, for redistribution as noted in Section B below. MRWMD shall provide County a statement evidencing procurement of the compost or mulch for annual reporting purposes. The statement shall include date of purchase, the name of each individual, entity, operation, or facility from whom the compost was procured, and the amount in tons or cubic yards purchased, and type of compost and/or mulch purchased. Compost or mulch purchased as a part of this agreement shall not exceed combined annual jurisdiction procurement targets listed in Section B. below.
- B. County shall reimburse MRWMD in an amount not to exceed \$40,690.75 for the satisfactory procurement and documentation of compost/mulch under this MOU, based on the following rates/in accordance with the following terms:

<u>Procurement Requirement for western Monterey County (unincorporated):</u>	
3,071 tons annually.	
<i>2024 Compliance Target:</i>	65%
1996.22 tons of compost @\$5.00 per ton: \$9,981.08	
<i>2025 Compliance Target:</i>	100%
3071.00 tons of compost @\$5.00 per ton: \$15,355.00	
<i>2026 Compliance Target:</i>	100%
3071.00 tons of compost @\$5.00 per ton: \$15,355.00	

3. Independent Entities/No Agency

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

4. Indemnity

MRWMD shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with the MRWMD's negligent acts or omissions, or those of its officers, employees, agents or subcontractors, in the performance of this MOU, excepting only loss, injury or damage caused by the negligence or willful misconduct of County, its officers or employees. MRWMD shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the MRWMD is obligated to indemnify, defend and hold harmless the County under this MOU.

Similarly, the County shall indemnify, defend, and hold harmless MRWMD, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with the County's negligent acts or omissions, or those of its officers, employees, agents or subcontractors, in the performance of this MOU, excepting only loss, injury or damage caused by the negligence or willful misconduct of the MRWMD, its officers or employees. The County shall reimburse MRWMD for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless MRWMD under this MOU.

5. General Provisions

- A. No Assignment. MRWMD shall not assign or transfer this MOU, or any part thereof, without the written consent of the County, nor shall MRWMD assign any monies due or to become due to MRWMD hereunder without the previous written consent of the County.
- B. Independent Contractor. Nothing in this MOU shall be construed or interpreted to make MRWMD, the Project Manager or other MRWMD employees anything but independent

contractors, and in all MRWMD's activities and operations pursuant to this MOU, neither MRWMD, the Project Manager, nor other MRWMD employees shall for any purposes be considered employees or agents of the County.

C. Notices. Notices shall be delivered as follows:

To County: Ric Encarnacion, Director of Environmental Health

1270 Natividad Road, Salinas, CA 93906

Encarnacionr@countyofmonterey.gov

(831) 755-4542

To MRWMD: Zoe Shoats, Director of Communications

14201 Del Monte Blvd., Salinas, CA 93908

ZShoats@regenmonterey.org

831-264-6390

- D. Subcontracting. MRWMD shall not subcontract or otherwise assign any portion of the work to be performed under this MOU without prior written approval of the County. Any and all subcontracts shall be subject to the provisions contained in this MOU.
- E. Modifications. This MOU may be modified or amended only by written agreement of the parties. No waiver or modification of this MOU or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.
- F. No Waiver. No covenant or condition of this MOU can be waived except by the written consent of the County. Forbearance or indulgence by the County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by MRWMD. The County shall be entitled to invoke any remedy available to the County under this MOU or by law or in equity despite said forbearance or indulgence.
- G. Sole Agreement. This MOU contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this MOU shall be of no force or effect excepting a subsequent modification in writing, signed by the parties hereto.
- H. Venue. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the parties agree that venue thereof shall be the County of Monterey, State of California.
- I. Construed Pursuant to California Law. The parties hereto agree that the provisions of this MOU will be construed pursuant to the laws of the State of California.

IN WITNESS WHEREOF, COUNTY and MRWMD have caused this Memorandum of Understanding to be executed:

APPROVED BY:

Elsa Mendoza Jimenez Date
Director of Health Services

APPROVED BY:

Felipe Melchor Date
General Manager, Monterey Regional
Waste Management District, ReGen
Monterey

APPROVED AS TO FORM:

Reed Gallogly Date
Deputy County Counsel