RESOLUTION NO. 2025-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND THE CITY OF MARINA REGARDING, ASSISTANCE WITH FRANCHISE AGREEMMENT MATTERS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUGETARY ENTRIES.

WHEREAS, the City of Marina understands the importance of regional cooperation and effective management of solid waste collection services; and

WHEREAS, the Monterey Regional Waste Management District (ReGen Monterey) has undertaken efforts to support a regional approach to franchise agreements, including soliciting professional support from consultants to assist with stakeholder engagement, solicitation design, RFP process facilitation, and negotiations; and

WHEREAS, ReGen Monterey has prepared a Memorandum of Understanding (MOU) with its member agencies to fund and support these efforts; and

WHEREAS, the staff report recommends approval of the MOU to authorize ReGen Monterey to proceed with hiring HF&H Consultants to assist with the development of next-generation franchise agreements; and

WHEREAS, the City of Marina recognizes that participation in this regional effort will benefit the community by enhancing operational efficiency, stakeholder engagement, and long-term planning for waste collection services.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve the Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District and the City of Marina regarding assistance with franchise agreement matters,
2. Authorize the City Manager to execute the amendment subject to final review and approval by the City Attorney, and
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSES AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 21st day of October 2025 by the following vote:

AYES, COUNCIL MEMBERS: McAdams, McCarthy, Biala, Visscher, Delgado
NOES, COUNCIL MEMBERS: None
ABSENT, COUNCIL MEMBERS: None
ABSTAIN, COUNCIL MEMBERS: None

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Bruce C. Delgado, Mayor

ATTEST:

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Anita Sharp, Deputy City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT DBA REGEN MONTEREY AND ITS PARTICIPATING MEMBER AGENCIES REGARDING ASSISTANCE WITH FRANCHISE AGREEMENT MATTERS

This Memorandum of Understanding ("MOU") is made and entered into as of the date of the signatures set forth below by and between the MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT DBA REGEN MONTEREY ("ReGen Monterey," or "ReGen"), a California Garbage and Refuse Disposal District, and its participating member agencies the cities of CARMEL-BY-THE-SEA, DEL REY OAKS, MARINA, PACIFIC GROVE, SAND CITY, and SEASIDE; and the PEBBLE BEACH COMMUNITY SERVICES DISTRICT ("Participating Member Agencies"). Collectively these entities shall be known herein as "Parties" or individually as a "Party."

<u>Recitals</u>

A. The Participating Member Agencies have jurisdiction and authority to make adequate provisions for solid waste collection within their territories. The Participating Member Agencies have certain rights and interests related to administration and management of their existing franchise agreements, planning for future franchise agreements, and other matters within the Participating Member Agencies' jurisdiction related to solid waste.

B. The Participating Member Agencies have determined that it is in their best interest to coordinate some of these activities. This coordination is being facilitated by ReGen Monterey's Technical Advisory Committee (TAC) through a subcommittee comprised of staff from each Participating Member Agency and ReGen.

C. The Participating Member Agencies have further determined that ReGen Monterey has the expertise and resources necessary to support the Participating Member Agencies in their implementation of these activities and have now requested that ReGen incur costs to provide these activities.

D. The Participating Member Agencies have agreed to reimburse the ReGen Monterey for proportionate shares of certain costs incurred by the ReGen for these activities.

E. The form and content of this MOU have been presented to the TAC subcommittee, and the TAC subcommittee has recommended it for approval by the Parties.

NOW THEREFORE, in consideration of the mutual benefits to be derived by ReGen Monterey and the Participating Member Agencies, and of the promises contained in this MOU, the Parties agree as follows:

Section 1. <u>Recitals</u>: The recitals set forth above are incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Participating Member Agencies to authorize ReGen Monterey to perform certain activities to support the Participating Member Agencies' in their administration and management of their existing franchise agreements, plan for future franchise agreements, and implement other matters within the Participating Member Agencies' jurisdiction related to solid waste ("Coordination Activities"), and reimburse ReGen for such Coordination Activities it performs.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of coordinating the Coordination Activities.

Section 4. Term: This MOU shall become effective on the date of its full execution by the Parties and shall remain in effect until the services are completed, or it is earlier terminated in accordance with Section 8 of this Agreement.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work for the Coordination Activities, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Participating Member Agencies is set out in Exhibit B, entitled Participating Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to Exhibits A and B; subject to approval of such modified Exhibits A and B by ReGen Monterey and each Participating Member Agency, this MOU shall be deemed amended to incorporate such modified Exhibits A and B.

Section 6. ReGen Monterey Agrees:

(a) ReGen staff will manage the Coordination Activities as identified in Exhibit A, which activities may include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

(b) Two times per year, on dates to be determined by the TAC subcommittee, ReGen will invoice Participating Member Agencies for each Participating Member Agency's proportionate share of estimated costs as shown in Exhibit B with each invoice to be fifty percent (50%) of the Participating Member Agency's estimated share of costs.

(c) ReGen Monterey will maintain an accounting of activities and actual incurred costs and provide reconciliation of payments annually. Differences between estimated costs and actual incurred costs will result in either: 1) an adjustment made to the final annual payment for each Participating Member Agency, or 2) such cost difference shall be incorporated into the subsequent year cost allocation.

Section 7. The Participating Member Agencies Agree:

(a) To reimburse ReGen Monterey for all expenses incurred by ReGen under this MOU in accordance with each Participating Member Agency's proportionate share as shown on Exhibit B.

(b) To make a full-faith effort to cooperate with one another and with ReGen Monterey to achieve the purposes of this MOU by providing information, reviewing information in a timely manner, and informing their respective administration and governing bodies.

Section 8. Early Termination. Any Party may terminate its participation in this MOU effective at the conclusion of a phase of work (as described in Exhibit A) upon giving written notice to the other Parties. Within ten (10) days following a Party's termination date, such party shall pay ReGen all charges then due and payable and shall pay when determined any additional charges in effect prior to their termination date, that shall later come due under the MOU, as provided in and subject to the limits set out in Exhibits A and B. The costs for the scope of work occurring after the effective date of any such early termination shall be reallocated among the remaining Participating Member Agencies and this MOU shall be deemed amended to incorporate such reallocation in Exhibit B.

Section 9. General Provisions.

(a) This MOU is binding and for the benefit of the respective successors, heirs, and assigns of each Party; provided however, no Participating Member Agency may assign its respective rights or obligations under this MOU without the prior written consent of ReGen Monterey.

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute between the Parties will be the Superior Court of California of the County of Monterey.

(c) If any provision of this MOU is determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU will not be affected, and this MOU will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.

(d) Waiver by the any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU. A signature delivered on any counterpart by electronic means will for all purposes be deemed to be an original signature to this MOU. The term "electronic means" means one that is executed by applying an electronic signature using technology mutually acceptable to the Parties.

(f) All parties acknowledge they have been represented, or have had the opportunity to be represented, by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU will be construed according to its fair language. Any ambiguities will be resolved in a collaborative manner by the Parties and must be rectified by amending this MOU.

(g) This MOU supersedes and replaces all prior MOUs between the Parties hereto relating to the subject matter of this MOU.

(h) Nothing in this MOU may be construed as giving a Party the right or ability to bind the other Party and nothing in this MOU may be construed to create any joint liability with regard to, or as a result of, the activities undertaken by the other Party or its agents. All officers, directors, employees, representatives, and agents of a Party will remain the officers, directors, employees, representatives, and agents of that Party and will be subject to the laws, procedures, rules, and policies governing such Party.

(i) Nothing herein may be considered as creating any rights and/or obligations by any of the Parties to this MOU to any third parties, beyond those otherwise required and established by law.

(j) Each entity signing below warrants and represents that it has the power, authority and right to act on behalf of its Party and to bind its Party in accordance with this MOU.

(k) From time to time, by mutual agreement, the Parties may reopen, in whole or in part, elements of this MOU, including modifying the member agencies participating in the MOU if approved by each Participating Member Agency. Except as provided in Section 5 above, this MOU may not be changed, modified, or amended, in whole or in part, except in a writing signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the date of their respective signatures.

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT dba REGEN MONTEREY

By: ________________________ DATE: _______________

APPROVED AS TO FORM:

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CITY OF CARMEL-BY-THE-SEA

By: ______________________ DATE: ______________

APPROVED AS TO FORM:

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CITY OF DEL REY OAKS

By: _________________________ DATE: ________________

APPROVED AS TO FORM:

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CITY OF MARINA

By: ________________________ DATE: _______________

APPROVED AS TO FORM:

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CITY OF PACIFIC GROVE

By: ________________________ DATE: _______________

APPROVED AS TO FORM:

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SAND CITY

By: ______________________ DATE: ______________

APPROVED AS TO FORM:

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CITY OF SEASIDE

By: ________________________ DATE: _______________

APPROVED AS TO FORM:

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PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: ________________________ DATE: _______________

APPROVED AS TO FORM:

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EXHIBIT A

DETAILED ACTIVITIES & COSTS

Scope of Work

ReGen Monterey, through its own forces or through retention of third-party consultants, will perform the following Coordination Activities:

1. Support Participating Member Agencies' Development of Next Generation of Franchise Agreements. The scope generally includes the following phases, and is described in more detail in the HF&H proposal dated March 26, 2025:

   Phase 1. Public and Stakeholder Engagement
   Phase 2. Solicitation Document Design and Drafting
   Phase 3. RFP Process Support
   Phase 4. Negotiations

2. Other Support Tasks as Assigned by the Participating Member Agencies. Such tasks may include retention of a third-party consultant to perform a survey(s).

Except as expressly provided above, all activities related to administration and management of Participating Member Agency franchise agreements and other tasks within the jurisdiction of the Participating Member Agency remain with the Participating Member Agency.

Estimated Costs

The not to exceed budget for the Coordination Activities is $534,620. The estimated fees per phase is summarized below, and is described in more detail in the HF&H proposal dated March 26, 2025:

Phase 1. $122,840 + $35,000 (third-party survey consultant)
Phase 2. $102,310
Phase 3. $161,120
Phase 4. $108,500

The above is an estimate of the costs to provide the Coordination Activities per Phase; actual costs may vary based on level of effort required, change in assumptions, change in requested scope, significant and unanticipated issues or concerns, and other factors. Notwithstanding the foregoing, HF&H shall not incur time or expense that exceeds the specified not to exceed amount without the prior written approval of ReGen, which ReGen shall not grant without the prior written approval of the Parties.

As provided in Section 5 of the MOU, no later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to this Exhibit A, including establishing a budget for services in each Fiscal Year.

ReGen will submit invoices to the Participating Member Agencies on an annual basis (or more frequently, if requested) to reimburse ReGen for the Participating Member Agency's proportionate share of the actual cost of services incurred under this MOU in the invoice period. Participating Member Agencies shall endeavor to make payment within forty-five (45) days after receipt of the invoice.

EXHIBIT B

PARTICIPATING MEMBER AGENCIES'
PROPORTIONATE SHARES & COSTS

	% of Total	Per Agency Estimated Total Cost
Carmel-by-the-Sea	14.29%	$76,374
Del Rey Oaks	14.29%	$76,374
Marina	14.29%	$76,374
Pacific Grove	14.29%	$76,374
Pebble Beach CSD	14.29%	$76,374
Sand City	14.29%	$76,374
Seaside	14.29%	$76,374
TOTAL	100%	$534,618

October 16, 2025 Item No. **10g(5)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND THE CITY OF MARINA, REGARDING ASSISTANCE WITH FRANCHISE MATTERS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUGETARY ENTRIES.

REQUEST:

It is requested that the City Council consider adopting Resolution 2025- for the following action:

1. Approving the Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District and the City of Marina regarding assistance with Franchise Agreement Matters,
2. Authorizing the City Manager to execute the amendment subject to final review and approval by the City Attorney, and
3. Authorizing the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

In 2010, ReGen Monterey facilitated a competitive bid process for solid waste franchise agreements, hiring HF&H Consultants to oversee that process. HF&H issued a Request for Proposals (RFP), resulting in GreenWaste being selected to serve seven of ReGen Monterey's nine member agencies, excluding the City of Monterey and Monterey County. The franchise agreements originally covered from 2015-2025, but were subsequently extended to last until 2030.

As these agreements approach their expiration, ReGen Monterey's Technical Advisory Committee (TAC) formed a subgroup to prepare for issuing a new RFP for curbside collection or negotiating contract extensions with existing providers. The benefits of a unified regional approach for the participating agencies include improved governance, cost savings, operational and administrative efficiencies, and long-term planning advantages.

To support this effort, ReGen Monterey sought proposals from four specialized consultants:

1. Gershman, Brickner & Bratton, Inc. (GBB)
2. HF&H Consultants
3. MSW Consultants
4. R3 Consulting Group.

The scope encompassed four phases: public and stakeholder engagement, solicitation design, RFP process support, and negotiations. Only HF&H submitted a detailed proposal with fee estimates, which was thoroughly reviewed by a selection committee comprising representatives from other member agencies. The committee concluded HF&H's proposal was comprehensive and aligned with the project scope.

HF&H also recommended engaging a third-party survey firm to conduct a statistically valid survey of residential customers, assessing satisfaction with the current provider and informing future franchise negotiations.

Once the MOU is approved and executed by the participating agencies, HF&H will commence work as outlined.

ANALYSIS:

The selection committee found HF&H's proposal to be detailed, appropriate, and capable of fulfilling the project scope. The TAC subcommittee unanimously agreed to recommend moving forward with HF&H and to submit the MOU for approval by the ReGen Monterey Board and respective city councils.

The total project cost is approximately $534,620, which will be spread evenly among the seven participating agencies. The estimated cost per agency is $76,374, ReGen Monterey will initially cover these costs, with reimbursements made by the agencies through the MOU upon approval.

The phased approach will include extensive public and stakeholder engagement, critical for developing effective and acceptable franchise agreements, and ultimately ensuring a sustainable waste collection system tailored to regional needs.

FISCAL IMPACT:

The total cost for consulting services is estimated at $534,620. This amount will be reimbursed by the seven participating member agencies through the approved MOU. Marina's share of the project cost is $76,374. The project costs are anticipated to be allocated within existing budgets, with reimbursement from the member agencies, minimizing the financial impact on the City of Marina.

Exhibits:

Exhibit A – Regen Monterey MOU 2025

Respectfully submitted,

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Ismael Hernandez
Public Works Director
City of Marina

REVIEWED/CONCUR:

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Layne P. Long
City Manager
City of Marina