

Memorandum of Understanding between the County of Nevada and the City of Grass Valley

THIS Memorandum of Understanding (“MOU”) is made and entered into as of the 13th day of July 2021 by and between the COUNTY OF NEVADA, a political subdivision of the State of California (“COUNTY”), and the City of Grass Valley, a political subdivision of the State of California (“CITY”), collectively the “Parties”, who agree as follows:

1. **Purpose:** SB 1383 (Lara, Chapter 395, Statutes of 2016) is the most significant waste reduction mandate to be adopted in California in the last 30 years. SB 1383 requires the state to reduce organic waste [food waste, green waste, paper products, etc.] disposal by 75% by 2025. The law also requires the state to increase edible food recovery by 20 percent by 2025. This has significant policy and legal implications for the state and local governments. Jurisdictions are responsible for implementing SB 1383 regulations in their communities and must coordinate city and county programs, work with waste haulers, commercial businesses, residents, and edible food recovery organizations.

Jurisdiction responsibilities include:

- Evaluating the jurisdiction’s readiness and capacity to implement SB 1383, including organics collection, recycling and edible food recovery capacity
- Providing organic waste collection to all residents and businesses
- Establishing an edible food recovery program that recovers edible food from the waste stream
- Conducting outreach and education to all affected parties, including generators, haulers, facilities, edible food recovery organizations, and city/county departments
- Procuring recycled organic waste products like compost, mulch, renewable natural gas (RNG), and electricity. Procuring does not necessarily mean purchasing.
- Inspecting and enforce compliance with SB 1383. Edible food generator inspections can be combined with existing health inspections
- Maintaining accurate and timely records of SB 1383 compliance

Jurisdictions must have programs in place on January 1, 2022. Although the County and City are working with the waste hauler to develop collection programs, this law extends beyond directing waste management, recycling operations and staff, therefore, it will be important to identify the various roles and responsibilities of each division/department within the jurisdiction (public works, purchasing, environmental health, etc.) and the roles and responsibilities of each jurisdiction within the County as well as developing the various programs, policies and processes necessary to ensure compliance with SB1383. CalRecycle expects that jurisdictions will be planning, making programmatic and budgetary decisions regarding the requirements in advance of the deadline.

On April 30, 2021, the City and County jointly released a request for proposals from qualified firms to provide assistance in evaluating and developing solid waste programs, policies and procedures to ensure compliance with state mandates (SB 1383). R3 Consulting Group, Inc. was selected as the most qualified firm. The City and County have decided to partner in a Personal Services Contract (PSC) to better coordinate our efforts to develop and deliver SB 1383 programs that benefit the community (Exhibit A).

2. **MOU Fund Allocation:** the City and County shall each allocate funds to support a Personal Services Contract (PSC) with R3 Consulting Group, Inc. for SB 1383 Program Development Services. The total amount of the PSC shall not exceed One Hundred Thousand Dollars (\$100,000.00); the City shall reimburse County for up to Fifty Thousand Dollars (\$50,000.00) in services under the PSC pursuant to Section 4 herein and the County shall commit Fifty Thousand Dollars (\$50,000.00).
3. **Responsibility of County:**

The County agrees to act as the contract lead overseeing consultant services provided under the PSC and assuming administrative responsibilities. The County and Consultant will coordinate directly with the City on all matters that affect the development of City programs or policies. The Consultant will bill the County on a monthly basis, as outlined in the PSC. Consultant Invoices will be reviewed and approved by the County. The consultant will be required to track tasks and time separately for each jurisdiction. The County will invoice the City for applicable project costs incurred under the PSC.
4. **Responsibility of City:**

In Coordination with the County, the City will work directly with the consultant and provide specific direction on all matters provided under the Schedule of Services attached as Exhibit "A" to the PSC. The City agrees to reimburse the County for applicable services provided under the PSC within thirty (30) days of receiving invoices.
5. **Use of Funds:** All expenditures will be related to SB1383 Program Development Services as outlined in the PSC.
6. **Term of MOU:** This MOU shall commence on July 17, 2021. All funds provided by this MOU shall be expended by June 30, 2022.
7. **Electronic Signatures:** The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
8. **Hold harmless and Indemnification:** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, error or omission, or material breach of this MOU, including, but not limited to, the amounts of judgments, penalties, reimbursements, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any Party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the MOU and the expenditures of the CRF funding. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either

Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this MOU. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this MOU. These Hold Harmless and Indemnification provisions shall survive the termination of this MOU.

9. **Conflict of Interest:** The CITY certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this MOU. In addition, The CITY agrees that no such person will be employed in the performance of this MOU unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
10. **Entirety of MOU:** This MOU contains the entire agreement of County and CITY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this MOU, shall be binding or valid. Should all or any portion of any provision of this MOU be held unenforceable or invalid for any reason, but the remainder of the MOU can be enforced without failure of material consideration to any Party, then the remaining portions or provisions shall be unaffected.
11. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
12. The Parties to this MOU hereby certify that they are acting independently and not as agents, employees, or joint ventures with each other. Neither Party nor its officers, employees or volunteers are employees of the other.
13. The terms and conditions of this MOU, including any exhibits hereto, may not be amended except in writing, signed by both parties. Any amendment or addendum to this MOU shall expressly refer to this MOU.
14. The waiver of any provision of this MOU shall be in writing, signed by the Party granting the waiver, and such waiver shall not operate or be construed as a waiver of any other provision of the MOU.
15. Any notices that either Party desires to or is required to give to the other Party or to any other person shall be in writing and either served personally or sent by prepaid first-class mail. Such notices shall be addressed to the other Party at the address set forth below. Either Party may change its address by notifying the other Party of the change of address. Notice shall be deemed received within seventy-two hours from the date of mailing, if mailed as provided in this Paragraph.

To County:

To City

David A. Garcia, Jr.
Nevada County Department of
Public Works
950 Maidu Avenue, Suite 170
PO Box 599002
Nevada City, CA 95959

Tom Last
City of Grass Valley, Community Development
Department
125 W. Main Street
Grass Valley, CA 95945

16. **Assignment:** This MOU may not be assigned by either Party. This MOU is made and entered into for the sole protection and benefit of COUNTY and the DISTRICT. No other person or entity shall have any right of action based upon any provision of this MOU.

17. **Governing Law and Venue:** This MOU shall be governed by the laws of the State of California. The venue for any legal proceedings regarding this MOU shall be the County of Nevada, State of California.

18. **Authority:** All individuals executing this MOU on behalf of a Party represents and warrants to the other Party that he or she has authority to bind and commit each such Party to this MOU.

IN WITNESS WHEREOF, the Parties hereunto have executed this MOU on the dates hereinafter set forth.

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Dan Miller, Chair of the Board of Supervisors

By: _____

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____

County Counsel

City of Grass Valley:

By: _____ Dated: _____

Ben Aguilar, Mayor, City of Grass Valley