

RESOLUTION No. 24-170

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF NEVADA CITY TO ESTABLISH ROLES AND RESPONSIBILITIES TO IMPLEMENT SB 1383 REGULATIONS

WHEREAS, SB 1383 (Chapter 395, Statutes of 2016) requires the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025, which regulations have been finalized and are now in effect (Division 7 of Title 14 of the California Code of Regulations) (the "SB 1383 Regulations"); and

WHEREAS, the SB 1383 Regulations require cities and counties, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with the SB 1383 Regulations, and maintain records of compliance with the SB 1383 Regulations; and

WHEREAS, Section 18981.2(b)(2) of the SB 1383 Regulations authorizes the City of Nevada City to enter into a Memorandum of Understanding ("MOU") with the County to fulfill its responsibilities under SB 1383; and

WHEREAS, pursuant to Section 18981.2(c), the City of Nevada City remains ultimately responsible for compliance with the requirements of the SB 1383 Regulations as to the City's territory; and

WHEREAS, the Environmental Health Department of Nevada County is authorized to annually inspect commercial businesses in the City of Nevada City pursuant to Health & Safety Code sections 25511, 26250, 112040, and 114390; and

WHEREAS, the Parties wish to enter into this MOU to establish roles and responsibilities to implement the SB 1383 Regulations the County will assume on the City of Nevada City's behalf under this MOU's terms and conditions.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors authorizes the Chair of the Board to execute on behalf of the Nevada County the Memorandum of Understanding (MOU) with the City of Nevada City .

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of April 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,
Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: _____



Hardy Bullock, Chair

**Memorandum of Understanding
Between the County of Nevada
and
the City of Nevada City
Regarding Implementation of SB 1383**

This Memorandum of Understanding (“MOU”) is made this 23rd day of April, 2024 (the “Effective Date”) by and between the County of Nevada, a political subdivision of the State of California (the “County”), and the City of Nevada City, a general law city (the “City”) (collectively, the “Parties”), with respect to the following:

RECITALS

WHEREAS, Senate Bill 1383 (Chapter 395, Statutes of 2016) (“SB 1383”) requires the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025, which regulations have been finalized and are now in effect (Division 7 of Title 14 of the California Code of Regulations) (the “SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations require cities and counties, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with the SB 1383 Regulations, and maintain records of compliance with the SB 1383 Regulations; and

WHEREAS, the County has adopted Ordinance No. 2504, which implements and meets the requirements of the SB 1383 Regulations; and

WHEREAS, Section 18981.2(b)(2) of the SB 1383 Regulations authorizes the City to enter into a Memorandum of Understanding (“MOU”) with the County to fulfill its responsibilities under SB 1383; and

WHEREAS, pursuant to Section 18981.2(c), the City remains ultimately responsible for compliance with the requirements of the SB 1383 Regulations as to the City’s territory; and

WHEREAS, the Environmental Health Department of Nevada County is authorized to annually inspect commercial businesses in the City pursuant to Health & Safety Code sections 25511, 26250, 112040, and 114390; and

WHEREAS, the Parties wish to enter into this MOU to establish roles and responsibilities to implement the SB 1383 Regulations the County will assume on the City’s behalf under this MOU’s terms and conditions.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. **Term.** This MOU shall commence on the Effective Date and remain in full force and effect until terminated as provided herein.

2. **Definitions.** The terms below are defined as follows and any other terms used but not defined herein shall have the meaning set forth in the SB 1383 Regulations, Section 17402 of Title 14 of the California Code of Regulations, or Section 18815.2 of Title 14 of the California Code of Regulations:

- (a) “CalRecycle” or “Department” means the California State Department of Resources Recycling and Recovery.
- (b) “City” means the City of Nevada City.
- (c) “County” means the County of Nevada.
- (d) “Edible Food” means food intended for human consumption.
- (e) “Generator(s)” means a person or entity responsible for the initial creation of Organic Waste.
- (f) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). “Biosolids” and “digestate” are as defined by 14 CCR Section 18982(a).
- (g) “SB 1383 Regulations” means Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations.

3. **Responsibilities of the County.**

(a) **Inspections of Commercial Edible Food Generators.** Beginning April 23, 2024, the County shall annually inspect Tier I Commercial Edible Food Generators, food recovery organizations, and food recovery services within the City as necessary to comply with Section 18995.1(a)(2) of the SB 1383 Regulations. The County may inspect a random sample of food recovery entities or prioritize inspections of entities it determines are more likely to be noncompliant, provided the manner of selection satisfies the SB 1383 Regulations’ requirements. Beginning April 23, 2024, the County shall also annually inspect Tier II Commercial Edible Food Generators within the City as necessary to comply with Section 18995.2(a)(2) of the SB 1383 Regulations. The County may adjust the frequency or number of inspections from time to time in its discretion or if CalRecycle requires.

(b) **Inspection Reports.** The County agrees to provide the City with accurate documentation and reports, compliant with SB 1383, regarding inspection services provided by the County, which shall include, but is not limited to, a list of edible food generators not in compliance with the requirements of commercial edible food generators as described in 14 Cal. Code of Reg. § 18991.3.

(c) **Reporting and recordkeeping.** The County shall prepare and submit the reports required pursuant to Section 18992.2 of the SB 1383 Regulations on Edible Food recovery capacity planning requirements. The County shall submit the required reports in accordance with the schedule established in Section 18992.3 of the SB 1383 Regulations.

4. **Responsibilities of the City.**

(a) **Compliance.** Except for those responsibilities and requirements expressly assumed by the County pursuant to this MOU, the City shall be responsible for compliance with the SB 1383 Regulations, as applicable.

(b) **Sharing of information.** Within 30 days of request by the County, or as soon as such information is available to the City, the City shall share with the County all data, documents, contact information for Commercial Edible Food Generators within the City, and any other information necessary for the County to fulfill its responsibilities under this MOU.

(c) **Enforcement.** The City shall be responsible for all enforcement of the SB 1383 Regulations within its boundaries. The County's role in seeking compliance with the SB 1383 Regulations will be limited to conducting inspections as specifically described in this MOU.

5. **Indemnification/Hold Harmless.** The County shall indemnify, defend, and hold harmless the City, its officials, consultants, agents, and employees from and against any and all losses, damages, liability, claims, suits, costs and expenses, including reasonable attorney's fees, arising from, in connection with, or related to the County's performance of this MOU, with the exception of matters that are based upon the gross negligent or intentional acts or omissions of the City, its officials, consultants, agents and/or employees. The City shall also indemnify, defend, and hold harmless the County, its Board of Supervisors, officials, consultants, agents, and employees from and against any and all losses, damages, liability, claims, suits, costs and expenses, including reasonable attorney's fees, arising from, in connection with, or related to the City's performance of this MOU, with the exception of matters that are based upon the gross negligent or intentional acts or omissions of the County, its officials, consultants, agents and/or employees.

6. **Termination.** The City may terminate this MOU upon 180 calendar days' written notice to the County. Further, the County may terminate this MOU upon 365 calendar days' written notice to the City or such shorter period as the Parties may

agree. Upon termination of this MOU, the Parties shall have no further obligations under this MOU.

7. **Notice.** During the term of this MOU, all notices shall be made in writing and either served personally, sent by first class mail, or sent by email provided confirmation of delivery is obtained promptly following email transmission, addressed as follows:

To: City

City of Nevada City
Attention: City Manager
317 Broad Street
Nevada City, CA 95959
Telephone Number: 530-265-2496
Email: sean.grayson@nevadacityca.gov

To: County

Nevada County
Attention: Environmental Health Director
950 Maidu Ave. Suite 170
Nevada City, CA 95959
Telephone Number: 530-265-1411
Email: env.health@nevadacountyca.gov

Each Party may change the addresses to which notice are to be given by providing the other Party written notice of such change at least 15 calendar days before the change is effective.

Service of notices shall be deemed complete on the date of receipt if personally served or if served using email provided confirmation of delivery is obtained promptly following email transmission. Service of notices sent by first class mail shall be deemed complete on the fifth calendar day following deposit in the United States Mail.

8. **Governing Law and Venue.** This MOU shall be governed by and construed in accordance with California law. Venue in any action arising out of this MOU shall be in the Nevada County Superior Court.

9. **Amendment.** This MOU and any exhibit added by amendment may be amended only by a writing signed by both Parties and any other purported amendment shall be of no force or effect. This MOU may be amended from time to time to modify its provisions and/or add responsibilities for one or both Parties.

10. **Entire Agreement.** This MOU and any exhibit added by subsequent amendment constitute the entire agreement between the County and the City and supersedes all prior negotiations, representations, or agreements related hereto, whether written or oral as to its subject.

11. **Severability.** If any provision of this MOU is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in duplicate on the day and year first above written.

COUNTY OF NEVADA, a political subdivision of the State of California:

By: 
Hardy Bullock
Chair, Board of Supervisors

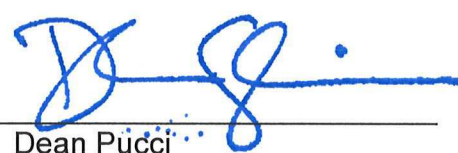
CITY OF NEVADA CITY, a municipal corporation:

By: 
Sean Grayson
City Manager

APPROVED AS TO FORM:

By: 
Katharine L. Elliott
County Counsel

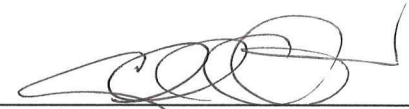
APPROVED AS TO FORM:

By: 
Dean Pucci
City Attorney

ATTEST:

By: 
Clerk, Board of Supervisors

ATTEST:

By: 
Gabrielle Christakes, Deputy City Clerk