

MEMORANDUM OF UNDERSTANDING

by and between the

COUNTY OF MONTEREY

and the

SALINAS VALLEY SOLID WASTE AUTHORITY

Litter Abatement Program

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of the last date opposite the respective signatures by and between the COUNTY OF MONTEREY (“County”), a subdivision of the State of California, and the SALINAS VALLEY SOLID WASTE AUTHORITY (“SVSWA” or “Authority”), a joint powers authority, with reference to the following facts:

RECITALS

**Whereas**, Monterey County administers a Litter Abatement Program to collect waste and mitigate illegal dumping throughout the County, and relies on Monterey County Sheriff’s Office Work Alternative Program labor for staffing litter crews;

**Whereas**, SVSWA, a Joint Powers Authority, manages Salinas Valley solid waste as a resource, promoting sustainable, environmentally sound and cost effective practices through an integrated system of waste reduction reuse, recycling, innovative technology, customer service and education;

**Whereas**, litter and illegal dumping continue to be a significant issue across the County of Monterey and continue to cause blight, impact agricultural operations, and adversely affect environmental resources;

**Whereas**, County’s Litter Abatement Program (Program) has experienced a significant drop in available labor for litter abatement due to a variety of reasons including changes in state

legislation and competition for labor resources from other agencies and institutions, thereby limiting the Program's ability to mitigate litter and illegal dumping;

**Whereas**, the Board of Directors of SVSWA at their meeting of June 21, 2018 voted unanimously to appropriate \$100,000 of Authority Funds to the County for the sole purpose of funding litter and dumping abatement programs in the County during calendar year 2019;

**Whereas**, the Board of Directors of Monterey Regional Waste Management District (MRWMD) at their meeting of January 18, 2019 committed to appropriate \$100,000 to County for the sole purpose of funding litter and dumping abatement programs in the County during calendar year 2019;

**Whereas**, the parties desire to complete a *MEMORANDUM OF UNDERSTANDING* to implement the payment of these funds to the County.

**NOW, THEREFORE**, in consideration of mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Effective Date and Term.

This MOU will be effective as of the date last signed by either of the parties, and unless earlier terminated as provided in this MOU, shall remain in effect until the close of business, December 31, 2019. This MOU may be amended from time to time by mutual written agreement of the parties.

2. Obligations of the Parties

- a. The County shall conduct litter pickup (Work) using labor services from nonprofit agencies including but not limited to Hope Services and Rancho Cielo. The Work locations shall be as equally distributed as possible between SVSWA and MRWMD service areas.

- b. The County and SVSWA shall each be responsible for establishing accounting procedures to track costs and transfer funds between the Parties. Payment shall be made on a reimbursement basis. The County shall submit an invoice to SVSWA by the 15<sup>th</sup> day of the month following each contract quarter with an accounting of use of the funds and the locations where Work was performed.
- c. SVSWA shall reimburse the County for fifty percent (50%) of the County's actual expenses incurred for third party labor services in the performance of the MOU, for a sum not to exceed \$100,000 for the calendar year 2019. SVSWA shall not reimburse the County for services not yet performed.
- d. The County is solely responsible for payments to all its vendors, suppliers and subcontractors used in the performance of the Litter Abatement Program and such third parties shall have no right, nor make any claim to payment from SVSWA with respect thereto.
- e. SVSWA shall authorize payment to the County hereunder no later than 30 calendar days after receipt and approval of an invoice verifying expenditures.

### 3. Termination

#### A. By the County

The County may terminate this MOU only for cause, which shall be defined as failure to make any payment required by section 2 above, subject to the following:

i. The County shall provide sixty (60) days written notice to the SVSWA in advance of the termination and the reasons therefore. The SVSWA shall be given 30 calendar days to correct the reason for the termination. If the County is satisfied, in its sole discretion, that the reasons for the termination have been remedied, the MOU shall not terminate and shall continue in full force and effect.

ii. If the SVSWA does not remedy the reasons for the termination to the satisfaction of the County in the County's sole discretion, the County shall give the SVSWA written notice thereof and the MOU shall terminate on a date provided by the County in said notice. Upon termination, SVSWA shall pay to the County all sums due and owing for services performed through the effective date of the termination.

B. By the SVSWA

The SVSWA may terminate this MOU at any time for its convenience and without cause upon giving sixty (60) calendar days written notice to the Agency. The effective date of termination is the termination date contained in SVSWA's notice of termination, unless otherwise agreed to by the parties. Upon termination, the SVSWA shall pay to the County all sums due and owing for services performed through the effective date of the termination.

4. Indemnification

A. To the maximum extent permitted by law, the County shall defend, indemnify and hold harmless the SVSWA, its officers, agents, and employees, from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties and assessments (collectively, "damages") incurred or sustained by the SVSWA arising from or related to the performance by the County of its obligations under this MOU excepting therefrom any damages arising from or related to the gross negligence or willful misconduct of the SVSWA, its officers, agents, or employees.

B. To the maximum extent permitted by law, the SVSWA shall defend, indemnify and hold harmless the County, its officers, agents, and employees, from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties and assessments (collectively, "damages") incurred or sustained by the County arising from or related to the performance by the SVSWA of its obligations under this MOU excepting therefrom any damages arising from or related to the gross negligence or willful misconduct of the County, its officers, agents, or employees.

5. General Provisions

A. No Assignment.

This MOU cannot be assigned or transferred without the express written consent of both parties.

B. Independent Contractor

Nothing in this MOU shall be construed or interpreted to make the SVSWA a constituent part of the County, or any officer, employee, consultant or other agent of the SVSWA an officer or employee of the County. Neither the SVSWA nor its officers, employees, consultants or other agents shall have the authority to bind the County in any manner without the express written consent of the County.

C. Non-disclosure of Information

The SVSWA shall not disclose, without the express written consent of the County, any information relating to County business which has been submitted by the County to the SVSWA pursuant to the terms of this MOU. In the event that this MOU is terminated, the SVSWA shall immediately return all County papers, documents, data, and like belongings to the County.

D. Notices

i. Notices permitted or required to be given to the respective parties under this MOU shall be deemed given (1) when personally delivered to the individuals identified below; (2) when personally delivered to the party's principal place of business during normal business hours, by leaving the notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; or five (5) days after the notice is deposited in the U.S. mail, first class, postage prepaid, and addressed to the party as indicated below.

ii. Notices mailed to the parties shall be addressed as follows:

<p>To the County: Carl Holm, RMA Director 1441 Schilling Place 2nd Floor - South Salinas, CA 93901 (831) 755-5103 holmcp@co.monterey.ca.us</p>	<p>To the SVSWA: Patrick Mathews, General Manager/Chief Administrative Officer 128 Sun Street, Ste 101 Salinas, CA 93901 (831) 775-3000 patrickm@svswa.org</p>
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<p>Copy to:</p> <p>Office of the County Counsel</p> <p>Charles J. McKee, County Counsel</p> <p>168 W. Alisal St., 3<sup>rd</sup> Floor</p> <p>Salinas, CA 93901</p> <p>(831) 755-5045</p> <p>mkeecj@co.monterey.ca.us</p>	<p>Copy to:</p> <p>Leslie J. Girard, SVSWA Counsel</p> <p>168 W. Alisal St., 3<sup>rd</sup> Floor</p> <p>Salinas, CA 93901</p> <p>(831) 755-5365</p> <p>girardlj@co.monterey.ca.us</p>
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The addresses and other information in this paragraph may be changed by either party, by giving notice to the other in the manner provided herein.

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 the SVSWA. 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 Monterey County Superior Court.

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.

J. Authority to Execute

The persons executing this MOU on behalf of their respective party represent and warrant that they have, or have received, the proper authority to so execute this MOU.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this *MEMORANDUM OF UNDERSTANDING* on the date last signed below.

COUNTY OF MONTEREY

SALINAS VALLEY SOLID WASTE  
AUTHORITY

By: \_\_\_\_\_

Chair, Board of Supervisors

By: \_\_\_\_\_

Chair, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Office of the County Counsel

Charles J. McKee, County Counsel

APPROVED AS TO FORM:

SVSWA Counsel

Leslie J. Girard

By: \_\_\_\_\_

Mary Grace Perry

Deputy County Counsel

By: \_\_\_\_\_

Leslie J. Girard

SVSWA Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_