

**CENTRAL COAST PESTICIDE DISPOSAL EVENT
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE COUNTIES OF
MONTEREY, SANTA CRUZ, SAN BENITO, AND SANTA CLARA**

This Memorandum of Understanding (MOU) is by and between the County of Monterey, Monterey County Agricultural Commissioner's Office ("Monterey County"); the County of Santa Cruz, Santa Cruz County Agricultural Commissioner's Office ("Santa Cruz County"); the County of San Benito, the San Benito County Department of Agriculture ("San Benito County"); and the County of Santa Clara, the Santa Clara County Division of Agriculture ("Santa Clara County"), each entering into this MOU on behalf of their respective counties (individually referred to at times herein as "Party" and collectively referred to as "Parties"). This MOU sets forth the agreement among the Parties relating to the collaborative services to be provided to establish the Central Coast Pesticide Disposal Event ("Event").

1. PURPOSE:

This MOU is for the purpose of establishing the Central Coast Pesticide Disposal Event to provide a safe means for farmers/growers in the Four-County (Monterey, Santa Cruz, San Benito and Santa Clara Counties) area to dispose of unwanted pesticides. Participation in the Event will be voluntary. The Parties understand and agree that no enforcement actions will be taken by the participating Parties to this MOU against any intended participants related to disposing pesticides through the Event. With a focus on local growers/farmers and ranchers, the pesticide disposal Event will be free of charge and limited to growers/farmers and ranchers within the Four-County area. The Event may take place on multiple days. Pesticide dealers, residential homeowners, and other commercial and industrial entities are not the intended participants and will not be eligible to participate in the Event. The Department of Pesticide Regulation (DPR) and the California Agricultural Commissioners and Sealers Association (CACASA) have agreed to provide \$270,000 in funding to Monterey County to support this project.

2. SERVICES TO BE PROVIDED:

A. Duties and Responsibilities of Monterey County:

1. Provide and maintain all financial records for the Event;
2. Enter into agreements with third-party contractors for the collection and disposal of hazardous waste which shall include a total collective maximum not to exceed amount of \$270,000 for all third-party contractors and indemnification and insurance provisions as set forth below;
3. Find and secure location(s) for the Event;
4. Secure all Event and Site Permits required; and
5. Notify the Counties of Santa Cruz, San Benito and Santa Clara before any additional costs, beyond the total collective maximum not to exceed amount of \$270,000 for all third-party contractors, are incurred as set forth below in Section E.10.

B. Duties and Responsibilities of Santa Cruz County:

1. Collection, processing, and production of online surveys used and maintenance of data collected;
2. Coordinate with DPR and the other Parties to this MOU to schedule necessary meetings or telephone conferences.

C. Duties and Responsibilities of San Benito County:

See Section 2.E.

D. Duties and Responsibilities of Santa Clara County:

See Section 2.E.

E. Duties and Responsibilities of All Parties:

1. Participate in the development and execution of the Event;
2. Support all promotional opportunities for the Event;
3. Provide personnel necessary to effectively complete the tasks associated with the Event;
4. Maintain records of all staff time and wages dedicated to the Event;
5. Document the Event(s) with photographs;
6. Develop a site safety plan for personnel, vendor/s and public for each Event;
7. Lead efforts on Event day(s) by ensuring adequate personnel and supplies for each Event;
8. Create and distribute press release(s) on behalf of the Parties;
9. Submit a final report to DPR upon completion of the Event/s which shall include:
 - a) Description of the collection Event/s and update on the intended goals;
 - b) Descriptions of challenges encountered during the preparation for and course of the Event/s;
 - c) Recommendations for future pesticide collection Events;
 - d) Outreach materials, notices, or flyers advertising the Event/s to growers/farmers;
 - e) Photographs of each collection Event;
 - f) Amount of pesticides collected (by weight or volume) identified by either trade name, active ingredient, registration number, or other means of categorization;
 - g) Number of participants for each Event;
 - h) Participant feedback and comments for each Event; and
 - i) Identification of media coverage surrounding the Event/s;
10. In the event the anticipated \$270,000 in grant funding from DPR and CACASA is insufficient to pay the total collective maximum not to exceed amount of \$270,000 for all third-party contractors, Monterey County shall notify the Counties of Santa Cruz, San Benito and Santa Clara before any additional costs, beyond the total collective maximum not to exceed amount of \$270,000 for all third-party contractors, are incurred so that the Parties may approve the additional costs. In the unlikely event that additional funding is needed, all four (4) Parties to this MOU shall provide additional funding to cover the costs of third-party contractors for the collection and disposal of hazardous waste that exceed the anticipated \$270,000 amount provided by the grant funding. Any costs above the anticipated amount of \$270,000 in grant funding shall be divided equally by all four (4) Parties. Payment for costs over \$270,000 shall be initially processed and paid by Monterey County. Reimbursement will be made to Monterey County by the Counties of Santa Cruz, San Benito and Santa Clara within 30 days of the date Monterey County notifies the Counties of Santa Cruz, San Benito and Santa Clara that additional costs over \$270,000 have been processed and paid to third-party contractors by Monterey County.

3. TERM:

This MOU shall become effective upon execution by all Parties and shall terminate on December 31, 2026.

4. FUNDING:

The \$270,000 grant issued by DPR and CACASA to Monterey County is intended to be the primary source of funding for third-party hazardous waste contractors for the Central Coast Pesticide Disposal Event. Each County is responsible for the cost of its county's staff time and any incidental costs associated with carrying out its duties and responsibilities under this MOU.

5. INDEMNIFICATION:

In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by each Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No Party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this MOU.

6. INSURANCE:

A. Insurance Requirements – Parties.

Each Party shall maintain all appropriate insurance policies required by local and State law, including but not limited to Workers' Compensation Insurance coverage, general liability coverage, and automobile liability coverage. Each Party shall maintain its own equipment in safe and operational condition.

B. Insurance Requirements – Contractor.

As a condition of entering into any agreement under this MOU for pesticide disposal services, the contractor providing such services shall maintain insurance with limits not less than \$5,000,000 each as follows:

- Commercial General Liability (per occurrence and aggregate)
- Automobile Liability (combined single limit for owned, non-owned, and hired autos)
- Pollution / Environmental Liability (per occurrence and aggregate, covering pesticide handling, transport, and disposal)

Monterey County, San Benito County, Santa Cruz County, and Santa Clara County, including their respective officers, officials, employees, and agents, shall be named as Additional Insureds on all required policies.

All required insurance shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the Additional Insured Counties.

Proof of coverage, including Additional Insured and primary/non-contributory endorsements, shall be provided prior to commencement of services and upon renewal.

7. NOTICES:

All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

Monterey County:	Monterey County Agricultural Commissioner 1428 Abbott Street Salinas, CA 93901
Santa Cruz County:	Santa Cruz County Agricultural Commissioner 500 Westridge Drive Watsonville, CA 95076
San Benito County:	San Benito County Agricultural Commissioner 3224 Southside Road Hollister, CA 95023
Santa Clara County:	Helena Roberts, Deputy Agricultural Commissioner Santa Clara County Division of Agriculture 553 Berger Drive, Building 1 San Jose, CA 95112

8. DISPUTE RESOLUTION:

Any disagreements that may occur shall be resolved at the lowest possible level between the Parties and with a cooperative spirit. Each Party shall designate individuals who are responsible for resolving issues in a timely fashion regarding this MOU. Should agreement not be reached between the Parties after working through the process already prescribed, then the matter should go for discussion and consideration between the Directors of each agency.

9. APPLICABLE LAW AND FORUM:

This MOU shall be construed and interpreted according to California law and any legal action to enforce the terms of this MOU for the breach thereof shall be filed and litigated in the Superior Court of California, County of Monterey.

10. WITHDRAWAL AND TERMINATION:

Either Monterey, Santa Cruz, San Benito and/or Santa Clara County may withdraw from this MOU without affecting the rights of the remaining Parties to enforce this MOU. Written notice of the withdrawal shall be served on the remaining Parties at least thirty (30) days prior to the effective date of the withdrawal. Withdrawal from this MOU will cancel that County's growers'/farmers'/ranchers' ability to take part in this event. This MOU shall automatically be terminated for all Parties upon the withdrawal of two Parties.

After any County withdraws, Monterey County and/or a remaining County may terminate the MOU by withdrawing, with or without cause, upon thirty (30) days written notice to the other Party.

11. AMENDMENTS:

This MOU may be modified or amended only by a written document executed by all Parties and approved as to form by Monterey, Santa Cruz, San Benito and Santa Clara County's respective County Counsel or their designee.

12. WAIVER:

No failure on the part of any Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Party may have hereunder.

13. ENTIRE AGREEMENT; THIRD PARTY BENEFICIARIES:

This MOU constitutes the complete and exclusive statement of agreement between the Parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this MOU. This MOU is entered into for the sole benefit of the participant Counties, and no third party shall have any right to enforce any provisions of this MOU.

14 PARTIAL INVALIDITY:

If any provision of this MOU is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

15. NO DELEGATION OR ASSIGNMENT:

No Party shall delegate, transfer or assign its duties or rights under this MOU, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of the other Parties and any prohibited delegation or assignment shall render the MOU in breach. Upon consent to any delegation, transfer or assignment, the Parties will enter into an amendment to reflect the transfer and successor to that Party.

16. GOVERNMENT CODE SECTION 8546.7:

Pursuant to Government Code Section 8546.7, if this MOU involves the expenditure of public funds in excess of \$10,000, the Parties to this MOU may be subject to the examination and audit of the State Auditor pertaining to matters connected with the performance of this MOU for a period of three years after final payment under this MOU.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES:

The Parties to this MOU consent to the use of electronic signatures via DocuSign to execute this MOU. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this MOU hereby authenticate and execute this MOU, and any and all Exhibits to this MOU, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

18. AUTHORITY:

Any individual executing this MOU on behalf of their respective County represents and warrants hereby that he or she has the requisite authority to enter into this MOU on behalf of such party and bind the party to the terms and conditions of this MOU.

19. COUNTERPARTS:

This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU.

SIGNATURES FOLLOW ON NEXT PAGE.

20. EXECUTION – EFFECTIVE DATE:

IN WITNESS WHEREOF, the Parties hereto have executed this MOU which shall be effective as of the last date opposite the respective signatures below.

<p>County of Monterey:</p> <p>_____</p> <p>Juan Hidalgo, Agricultural Commissioner</p> <p>Date: _____</p>	<p>Approved as to form: Office of the County Counsel Susan K. Blicht, County Counsel</p> <p>Signed by: <i>Mary Grace Perry</i></p> <p>_____</p> <p>Mary Grace Perry Deputy County Counsel</p> <p>Date: <u>4/8/2026 11:33 AM PDT</u></p>
<p>County of Santa Cruz:</p> <p>DocuSigned by: <i>David Sanford</i></p> <p>_____</p> <p>David Sanford, Agricultural Commissioner</p> <p>Date: <u>4/8/2026 9:57 AM PDT</u></p>	<p>Approved as to form: Office of the County Counsel Jason Heath, County Counsel</p> <p>Signed by: <i>Michael Desmidt</i></p> <p>_____</p> <p>Michael De Smidt, Assistant County Counsel</p> <p>Date: <u>4/8/2026 9:58 AM PDT</u></p>
<p>County of San Benito:</p> <p>_____</p> <p>Ken Griffin, Agricultural Commissioner</p> <p>Date: _____</p>	<p>Approved as to form: Prentice Long PC, Contract Counsel</p> <p>Signed by: <i>Rebekah Mojica</i></p> <p>_____</p> <p>Rebekah Mojica, Attorney</p> <p>Date: <u>4/8/2026 10:48 AM PDT</u></p>
<p>County of Santa Clara:</p> <p>_____</p> <p>Matthew Hada, Director of Procurement</p> <p>Date: _____</p>	<p>Approved as to form and legality:</p> <p>Signed by: <i>Willie Nguyen</i></p> <p>_____</p> <p>Willie Nguyen, Deputy County Counsel</p> <p>Date: <u>4/8/2026 9:22 AM PDT</u></p>