

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MENDOCINO AND THE CITY OF FORT BRAGG

REGARDING THE COLLABORATION FOR THE IMPLEMENTATION OF TRASH CAPTURE DEVICES IN THE  
GREATER FORT BRAGG MS4 AREAS

This Memorandum of Understanding, hereafter referred to as the “MOU” or “Memorandum” or alternatively as the “Agreement,” is by and between the County of Mendocino, hereafter referred to as the “County,” and the City of Fort Bragg, hereafter referred to as the “City.”

The County and the City, hereafter collectively referred to as the “Parties,” recognize their duty and obligation to comply with the provisions of this MOU and to make every effort toward fully and faithfully carrying out each provision. It is further understood that this Memorandum is not binding on the Parties hereto until ratified by the Mendocino County Board of Supervisors and by the City of Fort Bragg City Council.

WITNESSETH

WHEREAS, the State of California’s State Water Resources Control Board has made available Proposition 1 grant funding for public agencies for multi-benefit storm water management projects consistent with Water Code section 79747 et seq.; and

WHEREAS, the Grant guidelines set forth by the California State Water Resources Control Board in accordance with Water Code § 79747 emphasize the importance of collaboration and management of regional water resources; and

WHEREAS, the County of Mendocino (the “County”) is required to comply with the requirements of Clean Water Act section 402(p)(6), including the Trash Implementation Order issued under California Water Code section 13383 (the “13383 Order”) by the State Water Resources Control Board on July 1, 2017; and

WHEREAS, the City of Fort Bragg (the “City”) is also required to comply with the requirements of Clean Water Act section 402(p)(6), including the Trash Implementation Order issued under California Water Code section 13383 by the State Water Resources Control Board on July 1, 2017; and

WHEREAS, the County intends to submit a financial assistance application to the State Water Resources Control Board on or before July 2, 2020 in order to receive assistance for the design and implementation of trash capture devices in unincorporated areas within their Municipal Separate Storm Sewer System (MS4) jurisdiction around the City in order to comply with the 13383 Order; and

WHEREAS, the City intends to submit a financial assistance application to the State Water Resources Control Board on or before July 2, 2020 in order to receive assistance for the design and implementation of trash capture devices in incorporated areas within their Municipal Separate Storm Sewer System (MS4) in order to comply with the 13383 Order; and

WHEREAS, the implementation of these devices will be more effective and efficient provided consistent communication, information sharing, and planning between the City and the County; and

WHEREAS, the Parties have agreed to collaborate on the implementation of trash capture devices in and around the Greater Fort Bragg area consisting of urbanized areas in the Noyo River Watershed (HUC 10 – 1801010802) and the Pudding Creek-Frontal Pacific Ocean Watersheds (HUC 10 – 1801010807).

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

Section 1. Recitals: The recitals set forth above are fully incorporated into this MOU.

Section 2. Purpose: The purpose of this MOU is to provide a mechanism for the County and City to collaborate to the maximum extent feasible on implementation activities in compliance with the 13383 Order.

Section 3. Cooperation: The Parties shall fully cooperate with one another to attain the purpose of this MOU.

Section 4. Voluntary: This MOU is voluntarily entered into for the purpose of coordinating trash capture device implementation between jurisdictions.

Section 5. Term: This MOU shall become effective on the last date of execution by the Parties and shall remain in effect until November 30, 2023 or until the Parties mutually agree in writing that the MOU has fulfilled its purpose.

Section 6. Activities: The City and County agree to coordinate in the planning and implementation of trash capture devices. The City and County agree to share information and coordinate activities regarding the following tasks:

- Proposed device locations
- Device types
- Procurement and installation costs
- Device effectiveness post-installation

Section 7. Termination: This MOU may be terminated upon the express written agreement of both Parties.

Section 8. General Provisions

a) Administration. For the purpose of this MOU, the persons designated below are their respective Party Representatives. The designated Party Representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective Party.

<b>City of Fort Bragg</b>	<b>County of Mendocino</b>
Contact: Chantell O’Neal 416 N. Franklin Street Fort Bragg, CA 95437 Phone: 707-961-2824 Email: <a href="mailto:coneal@fortbragg.com">coneal@fortbragg.com</a>	Contact: Sarah Dukett 501 Low Gap Road, Room 1010 Ukiah, CA 95482 Phone: 707-463-4441 Email: <a href="mailto:duketts@mendocinocounty.org">duketts@mendocinocounty.org</a>

b) Relationship of Parties. The Parties are and shall remain at all times wholly independent entities as to each other. No Party to this MOU shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided for in this MOU. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of the other Party.

c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by an instrument in writing and signed by the Parties. This section applies to, but is not limited to, modifications to Section 6. For the County, the Executive Officer or his/her designee is authorized to execute such amendments. For the City, the City Manager or his/her designee is authorized to execute such amendments.

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

e) Law to Govern; Venue. This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Mendocino.

f) No Presumption in Drafting. The Parties to this MOU agree that the general rule that a MOU is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

g) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

h) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of

this MOU shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).

i) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.

j) All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date last signed by the parties to the MOU:

<p><b>City of Fort Bragg</b></p> <p>By: _____ Will Lee, Mayor City Council</p> <p>By: _____ Tabatha Miller, City Manager</p> <p>Approved as to Form:</p> <p>By: _____ Keith F. Collins, City Attorney</p>
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<p><b>County of Mendocino</b></p> <p>By: _____ John Haschak, Chair Board of Supervisors</p> <p>By: _____ Carmel J. Angelo, Chief Executive Officer</p> <p>Approved as to form:</p> <p>By: _____ Christian M. Curtis, County Counsel</p>
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