

**Memorandum of Understanding Between Mendocino County  
And the Mendocino Solid Waste Management Authority**

BOS AGREEMENT # 17-003


1. This Agreement, dated as of July 1, 2016, is by and between Mendocino County ("COUNTY") and the Mendocino Solid Waste Management Authority ("MSWMA").
2. MSWMA is a joint powers authority of the COUNTY and the cities of Ukiah, Fort Bragg and Willits that is authorized to perform solid waste cleanup operations. MSWMA maintains \$10 million general liability and vehicle insurance through the Special District Risk Management Authority, which MSWMA shall maintain in force and comply with all requirements during the duration of this Agreement.
3. From time to time, the Mendocino County Department of Planning and Building Services ("PBS") requires solid waste cleanup services for the cleanup or abatement of code enforcement public nuisance cases.
4. MSWMA has the resources and experience to remove and dispose of solid waste and can perform this service as an associated public agency to PBS. MSWMA is willing to coordinate with PBS to complete cleanup or abatement work on properties as prioritized by PBS.
5. If PBS requires cleanup or abatement work at subject properties and desires the services of MSWMA, PBS shall contact MSWMA, provide a general description of the cleanup or abatement work required, specify the time frame in which the work needs to be completed, and request an expense estimate. If MSWMA agrees to perform the work in the specified amount of time, MSWMA shall provide the expense estimate to PBS. If the estimate is acceptable to PBS, PBS shall coordinate with MSWMA to schedule cleanup or abatement, and all the terms and provisions of this Agreement shall apply and be binding on the parties to this Agreement.
6. The maximum amount PBS may spend on cleanup or abatement work in a fiscal year (July 1 through June 31) may not exceed the amount of funds approved by the Board of Supervisors for transfer from the Nuisance Abatement Fund to PBS Budget Unit 2851 for that budget year.
7. PBS will obtain any necessary permits that may be required for abatement work at subject properties.
8. Subject to the provisions herein and all applicable federal and State laws and regulations, MSWMA will remove solid waste from a subject property pursuant to the request made by PBS under paragraph 5 of this Agreement, except for items that PBS designates as permissible personal property that may remain or items which cannot be removed using the equipment and personnel available to MSWMA. Solid Waste eligible for removal may include vehicles, trailers, scrap metal and assorted trash.
9. MSWMA shall employ and pay subcontractors as necessary for specialized tasks in the cleanup or abatement work, and shall ensure all such subcontractors are properly insured and licensed.
10. MSWMA shall defend, indemnify, and hold COUNTY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of MSWMA's performance of this Agreement but only in proportion to and to the

extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of MSWMA, its officers, agents or employees.

11. COUNTY shall defend, indemnify, and hold MSWMA, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of COUNTY's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, agents or employees.
12. Following cleanup or abatement work, MSWMA shall prepare and submit to PBS an accounting of actual costs incurred in the work including labor, travel, disposal, recycling, materials, and subcontractor payments, but not including any profit or overhead to MSWMA.
13. If MSWMA's accounting pursuant to paragraph 12 is within 5% of the estimate provided pursuant to paragraph 5, PBS shall remit payment in full to MSWMA within 30 days of receipt of accounting. If MSWMA's accounting pursuant to paragraph 12 is greater than 5% of the paragraph 5 estimate, PBS shall either remit payment in full to MSWMA within 30 days of receipt of accounting, or elect to review the details of the actual costs, pursuant to paragraph 14, prior to payment. If PBS reviews the paragraph 12 accounting pursuant to this paragraph, such review shall be performed and completed within a reasonable amount of time, after which PBS shall remit payment to MSWMA, which shall include the full amount of the paragraph 5 estimate, plus all other excess costs incurred by MSWMA to the extent that PBS determines that such excess costs were reasonably necessary to complete the requested work.
14. MSWMA shall maintain full and adequate records to show the actual costs incurred by MSWMA in the performance of this Agreement. MSWMA shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by MSWMA.
15. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
16. This Agreement shall remain effective from July 1, 2016 until June 30, 2018.
17. This Agreement may be amended or modified only by the mutual agreement of the parties. No amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

 11/16/14  
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No


Budget Unit: 2851

Line Item: \_\_\_\_\_

Grant: ☐ Yes ☒ No

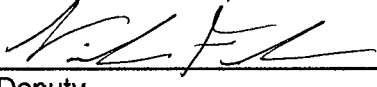
Grant No.: \_\_\_\_\_

**COUNTY OF MENDOCINO**

  
By: John McCowan, Chair JAN 24 2017  
BOARD OF SUPERVISORS

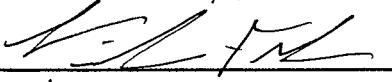
**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By:   
Deputy JAN 24 2017

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board


By:   
Deputy JAN 24 2017

**INSURANCE REVIEW:**

RISK MANAGER

By:   
ALAN D. FLORA, Risk Manager

**CONTRACTOR/COMPANY NAME**

By: 

NAME AND ADDRESS OF CONTRACTOR:

Mendocino Solid Waste Management Authority

3200 Taylor Drive

Ukiah, CA 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement


**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,  
County Counsel

By:   
Deputy

**FISCAL REVIEW:**

By:   
Deputy CEO/Fiscal

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By:   
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed ☐ \_\_\_\_\_